

**TARMAC TRADING LIMITED LABOUR ONLY
CONDITIONS OF SUB-CONTRACT- TS2**

1. **DEFINITIONS INTERPRETATION**

1.1. In these terms and conditions the following words and expressions shall have the following meanings:

"Accreditation Scheme" means an accreditation system operated by Avetta or equivalent as specified by the Contractor;

"Application for Payment" means an application for payment in the agreed form under the self-billing agreement where relevant;

"CIS" means the Construction Industry Scheme;

"CITB" means the Construction Industry Training Board;

"Contractor" means Tarmac Trading Limited a company registered in England and Wales with company number: 453791;

"Contractor's Equipment" means any vehicle, item of plant, equipment, materials or other resource, whether owned by the Contractor or hired, made available by the Contractor to the Sub-Contractor for use in connection with the Sub-Contract Works;

"Data Protection Legislation" all applicable data protection laws, including:

- a) The Data Protection Act 1998;
- b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679, together with any implementation of the above into the law of England Wales;
- c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);

and references to **"Data Controller"**, **"Data Processor"**, **"Data Subjects"**, **"Process"**, **"Processed"** and **"Processing"**, shall have the meanings set out in, and will be interpreted in accordance with such Data Protection Legislation;

"Front Sheets" means the front sheets setting out the Order to which these T&Cs are appended;

"HMRC" means H M Revenue & Customs;

"Nominated Site Representative" means the Contractor's nominated site representative from time to time;

"Order" means the Contractor's purchase order for Sub-Contract Works;

"Operatives" means operatives and personnel to be supplied by the Sub-Contractor to the Contractor;

"Period of the Agreement" means the Period for which Operatives will be provided pursuant to these T&Cs as set out in the Front Sheets;

"Personal Data" means the personal data (as such term is defined under the Data Protection Legislation) provided by or on behalf of the Sub-Contractor to the Contractor, pursuant to and in accordance with this Agreement;

"PPE" means personal protective equipment suitable for the relevant Tasks and fit for purpose including safety footwear, hard hat and class III high visibility waistcoat or jacket, and

overtrousers, but not including Task PPE;
"RIDDER" means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013/1471, as amended or re-enacted from time to time;

"SHE Policy Statements and Rules" means the policy statements and rules adopted by the Contractor from time to time relating to safety, health or the environment, including without limitation;

- 4.1.1. Tarmac Safety and Health Policy;
- 4.1.2. Tarmac Environmental Policy;
- 4.1.3. Tarmac Energy & Greenhouse Gas Policy;
- 4.1.4. Tarmac Anti Bribery and Corruption Policy;
- 4.1.5. Tarmac Safety and Health Standard, Contractor Management;
- 4.1.6. Tarmac Safety and Health Standard, Site Safety Standards & Welfare Provision;
- 4.1.7. Tarmac Safety and Health Standard, Personal Protective Equipment;
- 4.1.8. Tarmac Safety and Health Standard, Drugs and Alcohol;
- 4.1.9. CRH Supplier Code of Conduct;

"Site" means the site specified in the Order;
"Sub-Contract" means the Order, and any documents referred to therein, and these terms and conditions;

"Sub-Contractor" means the person firm or company named as the Sub-Contractor in the Order;

"Sub-Contract Works" means the sub-contract works as described in the Order;

"Task PPE" means gloves, ear and eye defenders, and any other PPE necessary for a specified task which the Contractor agrees to provide under;

"Tasks" means tasks to be undertaken by the Sub-Contractor in connection with the Sub-Contract Works;

"Third Party Audit" means an audit of the Sub-Contractor's health, safety and environmental management systems carried out by an independent body with the intention of making the results of the audit available to the Contractor and other subscribers to the Accreditation Scheme;

"Valid Invoice" means either of the self-billing invoice or the Sub-Contractor's invoice which specifies the Contractor's purchase order number, the invoice date and number, the Sub-Contractor's name and address, the location, date of execution, and brief description of the Sub-Contract Works being invoiced, any value added tax payable, the Sub-Contractor's VAT number, and any other particulars required by law or regulation from time to time.

1.1.1. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.1.2. A reference to a statute or statutory provision shall include all subordinate legislation made

from time to time under that statute or statutory provision.

- 1.1.3. A reference to writing or written includes email .
- 1.1.4. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.1.5. A reference to these terms and conditions ("T&Cs") or to any other agreement or document referred to in these T&Cs is a reference to these T&Cs or such other agreement or document as varied or novated from time to time.
- 1.1.6. References to clauses are to the clauses of the these T&Cs.

2. PROVISION OF OPERATIVES

- 2.1 The Sub-Contractor shall:
 - 2.1.1 provide Operatives in accordance with the Order who are competent to perform the Tasks. The Sub-Contractor shall ensure that the Operatives carry out and complete the Tasks in accordance with the instructions of the Nominated Site Representative, all statutory requirements (including without limitation laws relating to working time), and with the highest level of care, skill and due diligence, in a good and workmanlike manner, in accordance with best practice in the Sub-Contractor's industry, profession or work, and in accordance with any applicable specification and programme;
 - 2.1.2 ensure that Operatives at all times and in all respects observe all health and safety rules and regulations and any other security requirements that apply at the Contractor's Site and comply with all SHE Policy Statements and Rules and any other policy statements and rules relating to safety, health or the environment notified from time to time by the Contractor to the Sub-Contractor;
 - 2.1.3 ensure that all Operatives provide to the Nominated Site Representative prior to the commencement of the Sub- Contract Works all relevant certification, qualifications and authorizations (including CSCS cards) relevant to the Tasks including the use of power tools and operated plant. Failure to provide such documentation shall entitle the Contractor, at its absolute discretion, to exclude or remove from the Site Operatives for which such documentation is not provided and the Contractor reserves the right not to pay the Sub-Contractor in respect of the time spent on Site by such Operatives;
 - 2.1.4 ensure that all its Operatives are provided with and wear PPE which shall at all times be clean and in good condition. In the event that the Sub-Contractor fails to provide PPE, the Contractor may provide replacement PPE and the Sub-Contractor shall reimburse the Contractor for all costs incurred by the Contractor in connection with providing replacement PPE, which the Contractor may set off against any and all payments due to the Sub-Contractor;
 - 2.1.5 ensure that Operatives undertake an induction prior to commencing work on the Site in the format and content specified by the Contractor by which they will be made aware of SHE Policy Statements and Rules and those matters set out in clause 2.1.2 and then Operatives may be required to sign a declaration of their understanding. The Sub-Contractor shall ensure

- 2.1.6 that Operatives disclose to the Nominated Site Representative prior to commencing work on the Site any medical complaints which may affect their work performance or safety at work and if they have any disabilities of any kind. The Contractor shall have the right to exclude or remove the relevant Operative(s) from the Site if there is a failure to make such disclosure provided that neither the Contractor nor the Sub-Contractor shall unlawfully discriminate against any Operative;
- 2.1.7 ensure that all Operatives behave in a professional and appropriate manner at all times and a failure to do so (such failure being in the reasonable opinion of the Contractor) will entitle the Contractor to immediately exclude or remove the Operative from the Site. The Contractor reserves the right not to pay the Sub- Contractor in respect of time spent on the Site by such Operatives;
- 2.1.8 ensure that Operatives arrive at the Site in sufficient time for work to commence at the times prescribed in the Order.
- 2.1.9 procure that Operatives shall (subject to laws relating to working time) work outside of the hours specified in the Order when required to do so by the Contractor. If any Operatives are unable to work outside of the hours specified in the Order, the Sub- Contractor shall use all reasonable endeavours to provide substitute Operatives for the purpose of fulfilling the Contractor's requirements.
- 2.2 If a certain number of Operatives are required to complete a Task safely and/or efficiently and an insufficient number of Operatives are provided by the Sub-Contractor in breach of the Order, then the Contractor reserves the right to exclude or remove the Operatives from the Site and no charge shall be made for their attendance in these circumstances.
- 2.3 If the Sub-Contractor wishes to replace an Operative then a notice period of at least 48 hours will be given to the Nominated Site Representative of the Sub-Contractor's intention to do so. The Nominated Site Representative reserves the right to refuse any such replacement.
- 2.4 The Sub-Contractor shall present to the Nominated Site Representative (for verification and agreement only), time sheets every week (Monday – Sunday) detailing the Operatives' names, trades, hours worked per day, breaks taken, and any other particulars reasonably required by the Contractor. Presentation of time sheets shall be made no later than 10.00 a.m. on the Monday following the week in which the Tasks were carried out. Presentation verification and agreement of time sheets shall be a condition precedent to payment of any Valid Invoice.
- 2.5 The Operatives shall be provided by the Sub-Contractor for the period specified in the Order provided that a notice period of a minimum of 24 hours will be given if the services of the Sub-Contractor, or any Operative, are no longer required.

- 2.6 The Contractor will provide free of charge to the Operatives the use of shared welfare facilities as available on the Site.
- 2.7 Task PPE will be provided by the Contractor, as necessary.
- 3 ACCREDITATION SCHEME**
- 3.1 During the Period of the Agreement the Sub-Contractor shall:
- 3.1.1 maintain valid registration at an appropriate level predetermined by the Contractor;
- 3.1.2 successfully complete a Third Party Audit;
- 3.1.3 promptly rectify at its own cost all non-conformances highlighted on the Third Party Audit;
- 3.1.4 maintain registration and compliance in accordance with the requirements for membership of the Accreditation Scheme;
- 3.1.5 warrant and undertake to the Contractor that the Sub-Contractor will, within two months from the date of signature of this Agreement, it will be accredited under the Accreditation Scheme and it will provide a copy of its accreditation to the Contractor if requested to do so.
- 4. ACCIDENTS AND EQUIPMENT**
- 4.1 If any Operative is involved in any accident or incident resulting in injury to person or property, the Sub-Contractor shall immediately inform and provide full particulars to the Nominated Site Representative, and if required an entry must be made in the Sub-Contractor's Accident Book. If the matter comes under RIDDOR, or any other relevant legislation or policy, all necessary procedures shall be undertaken and completed by the Sub-Contractor in accordance with RIDDOR, or any other relevant legislation or policy.
- 4.2 The Sub-Contractor shall be responsible for the routine daily maintenance, supervision in use, and security of any Contractor's Equipment, shall hold all Contractor's Equipment at its own risk and maintain the Contractor's Equipment in good condition until returned to the Contractor.
- 4.3 A sum equal to the costs of repair or replacement of any Contractor's Equipment incurred by the Contractor as the result of damage caused by the Sub-Contractor or any Operative (fair wear and tear excepted) will be paid by the Sub-Contractor to the Contractor and may be deducted from the Sub-Contractor's account.
- 4.4 The Sub-Contractor shall not and shall procure that Operatives shall not accept delivery of or sign on behalf of the Contractor or anyone other than the Sub-Contractor for any delivery of plant, equipment, vehicles or materials unless authorised by the Contractor to do so. The Sub-Contractor shall indemnify the Contractor from and against any costs losses and expenses arising from a breach of this prohibition and the Contractor may deduct a sum equal to the same from the Sub-Contractor's account.
- 5. INSURANCE**
- 5.1 Unless otherwise stated in the Front Sheets, the Sub-Contractor shall effect and maintain insurance policies for the cover and amounts as stated in the Order, or if not so stated, for Employers Liability Insurance (minimum £10,000,000 per occurrence, number of occurrences unlimited,) and Public Liability Insurance (minimum £5,000,000 per occurrence, number of occurrences unlimited), for liabilities that may arise under or in connection with the T&Cs and shall produce on request both the Certificate of Insurance and confirmation of receipt of the current year's premium.
- 5.2 If proof of insurance is not provided by the Sub-Contractor when required, the Contractor may effect such insurance and the Sub-Contractor shall indemnify the Contractor from and against the costs incurred in so doing, and the Contractor may deduct a sum equal to the same from the Sub-Contractor's account.
- 5.3 No benefit under the Contractor's policies of insurance is available to the Sub-Contractor unless agreed in writing by the Contractor.
- 5.4 If so requested by the Contractor the Sub-Contractor shall pass on to its insurance broker or underwriter an insurance questionnaire and the Sub-Contractor shall procure that such questionnaire is fully and accurately completed and returned to the Contractor prior to the Sub-Contractor commencing any Tasks on the Site.
- 5.5 No payment shall be due or made under the Sub-Contract until any required insurance questionnaire has been completed and returned to the Contractor in accordance with Clause 4.4.
- 6 CIS**
- 6.1 Where the Contractor is or becomes a "Contractor" for the purpose of the CIS, it shall be a condition precedent to any payment (or further payment, as the case may be) that the Sub-Contractor confirms its payment status and provides all information required by the Contractor in order for the Contractor to verify the Sub-Contractor's payment status for the purpose of the CIS.
- 6.2 In the event that the Contractor fails to make any statutory deductions under the CIS which ought to have been made due to a failure by the Sub-Contractor to provide information or due to the provision of false or inaccurate information, or due to the payment status of the Sub-Contractor being different to that stated by the Sub-Contractor, or assessed by the Contractor, then the Sub-Contractor shall indemnify the Contractor in respect of any liability which the Contractor incurs including to HMRC as a result thereof, and the Contractor may deduct a sum equal to the same from the Sub-Contractor's account.
- 6.3 The hourly rate or shift rate paid to the Sub-Contractor is deemed to include all the costs of the Sub-Contract including all employer's costs for the employment of each Operative (including without limitation Employer's National Insurance Contribution, Employer's Liability Insurance, , holiday pay, sickness pay and redundancy pay).
- 7 TERM AND TERMINATION**
- 7.1 This Agreement shall commence on the date set out on the Front Sheets and shall continue, unless terminated earlier in accordance with this clause, for the Period of the Agreement and shall continue thereafter until terminated by either party serving not less than 4 weeks' written notice on the other party or otherwise in accordance with the provisions of this clause.
- 7.2 Without affecting any other right or remedy available to it, the Contractor may terminate this

Agreement and/or any individual Order with immediate effect by giving written notice to the Sub-Contractor if:

- 7.2.1 the Sub-Contractor commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 5 days of receipt of notice in writing to do so;
- 7.2.2 the Sub-Contractor repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 7.2.3 the Sub-Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 7.2.4 the Sub-Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts;
- 7.2.5 a resolution is passed, or an order is made, for or in connection with the winding up of the Sub-Contractor (being a company);
- 7.2.6 the Sub-Contractor (being an individual) is the subject of a bankruptcy petition order;
- 7.2.7 a creditor or encumbrancer of the Sub-Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 7.2.8 an order is made for the appointment of an administrator over the Sub-Contractor (being a company);
- 7.2.9 a floating charge holder over the assets of the Sub-Contractor (being a company) has appointed an administrative receiver;
- 7.2.10 a receiver is appointed over the assets of the Sub-Contractor;
- 7.2.11 any event occurs, or proceeding is taken, with respect to the Sub-Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 6.2.3 to Clause 6.2.11 above (inclusive);
- 7.2.12 the Sub-Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Tax act 2010;
- 7.2.13 the Sub-Contractor (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

8 LIABILITY AND INDEMNITY

- 8.1 During and after these T&Cs, the Sub-Contractor agrees to protect, indemnify, defend and hold harmless the Contractor, and to the extent required from time to time by the Contractor, its officers, agents, and employees, from and against any and all expenses, damages, claims (whether valid or invalid and whether deemed

alleged or upheld), suits, losses, actions, judgments, liabilities, penalties or other charges or levies and costs whatsoever (including legal fees on a full indemnity basis) ("Losses") arising out of, connected with, or resulting from:

- 8.1.1 the Sub-Contractor' negligence, misrepresentation or the breach of any obligation to be performed by the Sub-Contractor under these T&Cs;
- 8.1.2 the full repair and/or replacement value of any of the Contractor Equipment which is damaged howsoever by any Operative, save to the extent that such damage is caused by a Operative acting strictly in accordance with the instructions of an employee or authorised representative of the Contractor;
- 8.1.3 any failure by the Sub-Contractor or any Operative to comply with, or breach of any of their obligations pursuant to, Clauses 2 (Provision of Operatives), 3 (Accidents and Equipment), and 4 (Insurance);
- 8.1.4 the negligence of any Operative or a Operative's failure to comply with:
 - 8.1.4.1 any of the standards required of them under these T&Cs;
 - 8.1.4.2 the standards of work that the Contractor requires of the Contractor's own employees in accordance with clause 2.1.2;
 - 8.1.4.3 the reasonable instructions of the Contractor or any of its agents, employees or sub-contractors in relation to the Order;
- 8.1.5 any claim made by any customer or third party to the extent that the Loss was caused by, relates to or arises from the breach or negligent performance or failure or delay in performance of any obligation under these T&Cs by the Sub-Contractor or a Operative.
- 8.2 Nothing in these T&Cs shall limit or exclude the either party's liability for:
 - 8.2.1 death or personal injury caused by its negligence;
 - 8.2.2 fraud or fraudulent misrepresentation; or
 - 8.3 any other form of liability which cannot be limited or excluded by operation of law.
- 8.4 For the avoidance of doubt, the Contractor's right to deduct sums from the Sub-Contractor's account shall not prevent the Contractor from recovering the same from the Sub-Contractor by any other means as a debt.

9 PAYMENT

- 9.1 It shall be a condition precedent to the Contractor's obligation to make payment to the Sub-Contractor that the Application for Payment has been made or where relevant the Sub-Contractor shall render to the Contractor a Valid Invoice.
- 9.2 Subject to the other provisions of these conditions, the Contractor agrees to pay the Sub-Contractor the hourly rate or shift rate as the case may be specified in the Order for the hours actually worked by Operatives plus applicable value added tax. This rate shall apply for all hours worked on the Site and no exception to this shall apply except with the prior agreement of the Contractor's contracts manager, managing surveyor, or other individual authorised by the Contractor in writing for that purpose.
- 9.3 For the purposes of Part II of the Housing Grants, Construction and Regeneration Act 1996;

- 9.3.1 the initial due date for payment for sums due to the Sub-Contractor is 14 days after receipt of a Valid Invoice in respect thereof.
- 9.3.2 The final date for payment is 35 days of receipt of a Valid Invoice.
- 9.3.3 The Contractor will submit a payment notice within 5 days of the final date for payment to the Sub-Contractor stating what is to be paid and the basis on which it is calculated.
- 9.3.4 Any notice to withhold payment shall be given not less than 5 days before the final date for payment.
- 9.4 If the Contractor fails properly to pay the amount, or any part thereof, due to the Sub-Contractor by the final date for its payment the Contractor shall pay to the Sub-Contractor in addition to the amount not properly paid simple interest thereon for the period until such payment is made. The rate of interest payable shall be two percent (2%) over the Base Rate of the Bank of England which is current at the date the payment by the Contractor became overdue.
- 9.5 The Contractor shall be entitled to withhold payment of all or part of any sums otherwise due where and to the extent that a sum is due from the Sub-Contractor to the Contractor under the Sub-Contract or any other contract.
- 10 VARIATION**
- 10.1 No variation of these T&Cs shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11 ASSIGNMENT AND OTHER DEALINGS PROHIBITED**
- 11.1 The Sub-Contractor shall not assign, transfer, subcontract, appoint sub-agents or delegates, or deal in any other manner with any or all of its rights and obligations under these T&Cs without the prior written consent of the Contractor.
- 11.2 The Contractor may assign, transfer, subcontract, appoint sub-agents or delegates, or deal in any other manner with any or all of its rights and obligations under the T&Cs without the prior written consent of the Sub-Contractor.
- 12 WAIVER**
- 12.1 No failure or delay by a party to exercise any right or remedy provided under the T&Cs or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13 RIGHTS AND REMEDIES**
- 13.1 Except as expressly provided in the T&Cs, the rights and remedies provided under the T&Cs are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14 SEVERANCE**
- 14.1 If any provision or part-provision of the T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the T&Cs.
- 14.2 If any provision or part-provision of the T&Cs is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15 THIRD PARTY RIGHTS**
- 15.1 A person who is not a party to the T&Cs shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the T&Cs.
- 16 NOTICES**
- 16.1 Any notice given to a party under or in connection with the T&Cs shall be in writing and shall be:
- 16.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 16.1.2 sent by email to the email address contact provided on the frontsheet.
- 16.2 Any notice shall be deemed to have been duly received:
- 16.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 16.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- 16.2.3 if sent by email, the time of transmission.
- 16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17 COMPLIANCE**
- 17.1 The Sub-Contractor shall:
- 17.1.1 comply with all applicable laws in relation to the provision of the Sub-Contract Works;
- 17.1.2 ensure that Operatives have a right to work in the UK and are able to provide the necessary documentation required if requested by the Contractor to do so.
- 17.1.3 ensure that all Operatives employed by the Sub-Contractor in the performance of this Agreement, shall be paid not less than the minimum wage in accordance with UK Government legislation or any other applicable law, which may be updated from time to time.
- 17.2 The Subcontractor shall further:
- 17.2.1 comply with all applicable laws, statutes, regulations and codes relating to modern slavery and human trafficking including but not limited to the Modern Slavery Act 2015;
- 17.2.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 17.2.3 notify the Contractor as soon as it becomes aware of any breach, or potential breach of the Modern Slavery Act 2015 or any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- 17.3 The Sub-Contractor is solely responsible and liable for the filing of all tax returns and reports required to be filed by it in connection with this

Agreement, and further, to have paid any tax, levy, impost, duty or other charge, fee, deduction or withholding of a similar nature (including any penalty, surcharge or interest payable in connection with failure to pay, or delay in paying, any of these). In the event that the Contractor is subject to a claim for tax liability arising in connection with this Agreement due to the default of the Sub-Contractor, the Sub-Contractor shall indemnify the Contractor in full against such liability including any interest penalties or associated costs.

18 DATA PROTECTION

- 18.1 The Parties agree and acknowledge that both the Sub-Contractor and Contractor will be acting as independent Data Controllers in common in respect of their Processing of the Personal Data for their own purposes under the Data Protection Legislation, and the Sub-Contractor provides such Personal Data to the Contractor in accordance with the Data Protection Legislation for the purposes envisaged by this Agreement. The Sub-Contractor shall ensure that the Contractor has all necessary rights under the Data Protection Legislation to use the Personal Data as envisaged by this Agreement.
- 18.2 The Sub-Contractor agrees and warrants that it will comply with its obligations under the Data Protection Legislation in relation to the Personal Data, including:
- 18.2.1 the Personal Data it discloses to the Contractor is up to date and accurate;
- 18.2.2 it has provided the relevant Data Subjects with all information necessary (and obtained all necessary consents) to ensure that the disclosure of Personal Data to the Contractor is compliant with Data Protection Legislation;
- 18.2.3 in the event of any reasonably suspected, “near miss” or actual Data Security Incident involving Personal Data processed in connection with this Agreement, notify the Contractor immediately on becoming aware;
- 18.2.4 where a data subject seeks to exercise their rights (and particularly under Chapter III and Article 17 (Right to erasure (‘right to be forgotten’) of Regulation (EU) 2016/679), ensuring such requests are complied with in accordance with the Data Protection Legislation;
- 18.3 The Sub-Contractor will not cause the Contractor to breach any of its obligation under the Data Protection Legislation.
- 18.4 The Sub-Contractor will notify the Contractor without undue delay if, in the performance of the Services, it identifies any areas of actual or potential non-compliance with the Data Protection Legislation or this clause 18.

19 GOVERNING LAW AND JURISDICTION

- 19.1 These terms and conditions and any dispute or claim (including non-contractual disputing or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with UK laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.