

Standard terms for the purchase of data

1. Interpretation

1.1. Definitions. In these Conditions, the following definitions apply:

Applicable Law	the laws of England, Wales and the European Union and other laws or regulations, regulatory policies, guidelines or industry codes to the extent they apply to the provision of the Services (including without limitation, the FCA Rules, the DMP Protocol, DEMSA Code and the CMR Rules);
Broker	a company which resells Broker Data it has bought (as applicable) from Lead Generators, Raw Data Providers or Survey Data Providers.
Broker Data	Lead Generation Data and/or Raw Data and/or Survey Data.
Business Day	a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
Call	a telephone call by the Customer for the purpose of marketing and selling the Services to an Individual.
Charges	the charges payable by the Customer for the provision of the Data in accordance with condition 7.
Commencement Date	has the meaning set out in condition 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with condition 15.8.
Consent	the unambiguous, freely given, specific and informed indication of his wishes by which the Individual signifies his agreement to Individual Data being Processed.
Consumer Credit Licence	a licence granted by the applicable regulatory authority under the Consumer Credit Act 1974.
Contract	the contract between the Customer and the Supplier for the supply of Data in accordance with the Order and these Conditions.
Customer	[Mitchell Farrar Holdings Limited, a company registered in England & Wales (Company number: 07769455) whose registered office is at Unit 1c Riparian Way, The Crossings Business Park, Cross Hills, Keighley, West Yorkshire BD20 7AA or any member of its Group as set out on the Order.]
Data	the Individual Data provided by the Supplier to the Customer under the Contract as described in the Order.
Data Protection	an actual, alleged or near-miss breach of Data Protection

Breach	Legislation.
Data Protection Legislation	the DPA, the Data Protection Directive (95/46/EC), Interception Legislation, the Electronic Communications Data Protection Directive (2002/58/EC), the ePrivacy Regulations and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and the equivalent of any of the foregoing in any relevant jurisdiction.
Delivery Date	the delivery date (if any) for the Data, as set out in the Order.
DEMSA Code	the code of conduct for the time being applicable to members of the Debt Managers Standards Association.
DMP Protocol	the Debt Management Plan Protocol for the time being issued by The Insolvency Service.
DPA	the Data Protection Act 1998, and the terms Data Controller, Data Processor, Data Subject, Process and Personal Data shall have the meanings given to them in section 1 of the DPA.
ePrivacy Regulations	the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).
Fair Processing Notice	a privacy notice required under the first data protection principle and set out in Schedule 1, Part II, paragraph 3 of the DPA.
FCA Rules	all applicable rules of the Financial Conduct Authority for the time being, including but not limited to the Consumer Credit sourcebook.
Financial Cap	the sum of £500,000 if the Term is 12 months or less, or if the Term is more than 12 months, the sum of £500,000 for each year or part year of the Term.
Group	means in relation to the Customer, the Customer, any subsidiary (and any subsidiary undertaking), any company of which it is a subsidiary (or a subsidiary undertaking) (its parent or parent undertaking) and any other subsidiary (or subsidiary undertaking) of any such parent (or parent undertaking) and "parent", and "subsidiary" shall have the meaning given to those words in section 1159 of the Companies Act 2006 and "subsidiary undertaking" and "parent undertaking" shall have the meaning given to those words in section 1162 of the Companies Act 2006.
Individual	a Data Subject.
Individual Data	Personal Data of an Individual.
Intellectual	all patents, rights to inventions, utility models, copyright and

Property Rights	related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Interception Legislation	the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699).
Lead Generator	a company generating an explicit interest in one or more of the specific services provided by the Customer by highlighting specific features and benefits of such service(s) to Individuals.
Lead Generation Data	Individual Data provided by a Lead Generator, including contact details and permissions for the Customer to call the individual.
Licence	a non-exclusive, irrevocable, transferable, royalty-free worldwide right and licence of Intellectual Property Rights for the period that those party Intellectual Property Rights subsist, or such other licence of Intellectual Property Rights as is specified on the Order.
Order	an order placed by the Customer on the Customer's standard order form (whether set out overleaf or not), sent by the Customer to the Supplier, requesting the supply of the Data or confirming an oral order for Data.
Raw Data	Individual Data provided by a Raw Data Provider, which indicates a higher propensity to require one or more of the specific services provided by the Customer, which will include contact details and permissions for the Customer to call the Individual and may include other Individual Data including employment status and media consumption.
Raw Data Provider	a company providing data that has not discussed the features and benefits of one or more of the specific services provided by the Customer with the Individual.
Restrictions	restrictions on use of the Data and set out in the Order.
Screen	to screen data against the Telephone Preference Service (TPS), a central opt-out register established under regulation 26 of the ePrivacy Regulations of telephone numbers of subscribers that do not wish to receive marketing telephone calls.

Security Policy	the Customer's security policy as provided by the Customer to the Supplier from time to time.
Services	the Customer's services.
Supplier	the Broker, Lead Generator, Raw Data Provider or Survey Data Provider named on the Order.
Supplier Warranties	the warranties given by the Supplier under condition 4.
Survey Data	Individual Data provided by a Survey Data Provider which contains features of the Individual which indicate a higher propensity to require one or more of the specific services provided by the Customer; these details are volunteered by the Individual during the market research call; the Individual Data may include permissions from the Individual to receive further information and/or Calls from the Customer.
Survey Data Provider	a market research company which uses telephone calls, online surveys and/or questionnaires to collect Individual Data.
Term	the duration of the Contract being the period during which the Supplier has agreed to provide Data to the Customer as set out on the Order, or if not set out on the Order, the period starting on the Commencement Date and ending when the Data has been supplied and paid for (typically where the Data is a one-off supply).
Transfer	the transfer of the Data by the Supplier to the Customer.
Third Party Terms	terms and conditions of a third party which apply to the Customer's use of the Data.

1.2. Construction. In these Conditions, the following rules apply:

- 1.2.1. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2. a reference to a party includes its successors or permitted assigns;
- 1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5. a reference to **writing** or **written** includes faxes and e-mails.

2. **Basis of contract**

- 2.1. The Order constitutes an offer by the Customer to purchase Data from the Supplier in accordance with these Conditions.
- 2.2. The Order shall be deemed to be accepted on the earlier of:
- 2.2.1. the Supplier signing or issuing other written acceptance of the Order; or
 - 2.2.2. any act by the Supplier consistent with fulfilling the Order,
- at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3. These Conditions (which are available at <http://www.mfgroup.co.uk>) apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing whether or not they are appended to the Order.

3. **Supply of Data**

- 3.1. The Supplier shall from the Commencement Date and for the Term provide the Data to the Customer in accordance with the terms of the Contract.
- 3.2. The Customer shall be permitted to share the Data received by it pursuant to the Contract with any member of the Group and any such member of the Group shall be permitted to use such Data for any purpose in connection with its business.
- 3.3. The Supplier shall meet any Delivery Date for the Data specified in the Order or notified to the Supplier by the Customer.
- 3.4. In providing the Data, the Supplier shall:
- 3.4.1. co-operate with the Customer in all matters relating to the Data, and comply with all instructions of the Customer;
 - 3.4.2. provide the Data with all reasonable care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
 - 3.4.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - 3.4.4. ensure that the Data will conform with all descriptions and specifications set out in the Order, and that the Data shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
 - 3.4.5. provide all equipment, telecommunications and IT systems and such other items as are required to provide the Data;
 - 3.4.6. obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Law and regulations; and

3.4.7. not do or omit to do anything which may cause the Customer to lose any consent on which it relies for the purposes of conducting its business, or put the Customer in breach of any Applicable Law, and the Supplier acknowledges that the Customer will use the Data to market and sell its Services to Individuals (and to businesses where relevant).

4. **Supplier warranties**

4.1. In this condition the following definitions apply:

CC Compliant	if the Supplier is obliged under the Consumer Credit Act 1974: (a) it holds (and shall hold for the Term) an up to date, valid FCA Interim Permission and data protection licence with the appropriate permissions, the details of which will be supplied to the Customer and any changes to the licence details will be provided immediately to the Customer during the Term, and (b) it is aware of the provisions of section 154 of the Consumer Credit Act 1974, in relation to cold calling and canvassing and will comply with such provisions in collecting Individual Data under this Contract.
Compliant Register Entry	the entry in the Information Commissioner's register of Data Controllers includes and shall include for the Term, all purposes relevant to the provision of the Data, each of which purpose is accurate, complete and up-to-date, including the Trading and Sharing in Personal Information purpose and, if applicable to the Supplier's Processing under this Contract, the Information and Databank Administration purpose.
Consent to Call	the Individual's Consent for the Customer to Call the Individual.
Consent to Disclose	the Individual's Consent for the Supplier to disclose the Individual Data to the Customer.
Consent to Sell	the Individual's Consent for the sale of the Individual Data to third parties, including to Brokers for resale by those Brokers.
Initial Opt-In Consent	either (a) Consent to contact each Individual for the purpose of Data collection, or (b) the Individual's telephone number has been Screened within 28 days prior to use, in each case prior to making a call to the Individual.
Lead Generator Warranties	1. it has Initial Opt-In Consent; 2. it has, if requested by the Customer and agreed by the Supplier, Named the Customer; 3. it has Consent to Disclose; 4. it has Sought Consent to Call; and

5. it is CC Compliant.

Names the Customer to name the Customer in the following way: the Fair Processing Notice in the script used during telephone calls with Individuals to collect Individual Data and Consents under this condition identifies the Customer by name.

Seek to request Consent and record the Individual's response in writing, which shall record a non-response to the request as a refusal.

4.2. The Supplier warrants to the Customer that:

- 4.2.1. it will not use misleading information, advice or actions to obtain a Contact's Personal Data;
- 4.2.2. its advice, if any, any content of its website and advertising and any of its commercial practices comply with all Applicable Law;
- 4.2.3. its Processing of the Data, including its collection, storage and disclosure of Data to the Customer complies in all respects with Data Protection Legislation;
- 4.2.4. it has a Compliant Register Entry;
- 4.2.5. it is CC Compliant;
- 4.2.6. each Transfer shall be secure and shall comply with the Security Policy;
- 4.2.7. it shall only transfer Individual Data to the Customer where Consent to Disclose has been given;
- 4.2.8. it shall, where possible in practice, inform the Customer whether the Individual has given or refused (or failed to give) Consent to Call;
- 4.2.9. the Supplier's provision of the Data and the Customer's use of the Data shall not infringe any third party Intellectual Property Rights; and
- 4.2.10. each supplier from which it received relevant data regarding an Individual obtained that data in a manner that was fully compliant with DPA and all Applicable Law and obtained all requisite consents from the Individual to allow that data to be provided to the Supplier or the relevant third party in compliance with DPA and all Applicable Law.

4.3. If the Supplier is a Raw Data Provider, the Supplier further warrants that:

- 4.3.1. it has Initial Opt-In Consent;
- 4.3.2. subject to condition 4.7, it shall Name the Customer;
- 4.3.3. it shall Seek Consent to Disclose;
- 4.3.4. it shall Seek Consent to Call; and
- 4.3.5. it may Seek Consent to Sell.

- 4.4. If the Supplier is a Survey Data Provider, the Supplier further warrants that:
 - 4.4.1. it has Initial Opt-In Consent;
 - 4.4.2. subject to condition 4.7, it shall Name the Customer;
 - 4.4.3. it shall Seek Consent to Disclose;
 - 4.4.4. it may Seek Consent to Call; and
 - 4.4.5. it may Seek Consent to Sell.
- 4.5. If the Supplier is a Broker, the Supplier further warrants that:
 - 4.5.1. each supplier from which it obtained the Broker Data had Consent to Sell;
 - 4.5.2. any Lead Generation Data it provides to the Customer have been obtained from a Lead Generator which has complied with the Lead Generator Warranties;
 - 4.5.3. any Raw Data it provides to the Customer have been obtained from a Raw Data Provider which has complied with the requirements set out in condition 4.3; and
 - 4.5.4. any Survey Data it provides to the Customer have been obtained from a Survey Data Provider which has complied with the requirements set out in condition 4.4.
- 4.6. If the Supplier is providing Data that the Customer has identified may be used for claims management activity or where it is clear from the nature of the Supplier's business that such Data is intended to be so used, the Supplier further warrants that:
 - 4.6.1. it is authorised by the Claims Management Regulator for the purposes of providing such Data; and
 - 4.6.2. the Data has been collected and created in compliance with all applicable Claims Management Regulator rules and requirements.
- 4.7. If the Supplier (or the Lead Generator of any Broker Data) will not be able to Name the Customer, or has not Named the Customer, the Supplier shall Screen the Individual Data no more than 1 day prior to its Transfer to the Customer, unless the Customer agrees in writing with the Supplier that the Customer will Screen the Individual Data following its Transfer.
- 4.8. Title and risk in the media on which the Data are stored (if any) shall pass to the Customer on delivery.
5. **Customer remedies**
 - 5.1. If the Supplier breaches any of the Supplier Warranties or fails to provide the Data by any applicable Delivery Date, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:

- 5.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 5.1.2. to refuse to accept any subsequent provision of Data which the Supplier attempts to make;
 - 5.1.3. where the Customer has paid in advance for Data that have not been provided by the Supplier, to have such sums refunded by the Supplier; and
 - 5.1.4. to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates and/or comply with such terms.
- 5.2. These Conditions shall extend to any substituted or remedial data supplied by the Supplier.
- 5.3. The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

6. **Customer's obligations**

- 6.1. The Customer shall provide the Supplier with such information and reasonable access to such systems as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Data.
- 6.2. Where the Customer requires the Supplier to provide Individual Data by hotkey transfer:
- 6.2.1. the Customer shall use its reasonable endeavours to ensure that its inbound contact centre operation will be available to handle hotkey transfers between the following hours (subject to condition 6.2.2 and condition 6.2.3):

Monday – Thursday	09:00 and 20:45 (excluding Bank Holidays)
Friday	09:00 and 18:30
Saturday	10:00 and 16:00
 - 6.2.2. the Customer will inform the Supplier in advance of Bank Holiday hours; and
 - 6.2.3. the Customer will inform the Supplier at least 1 week before any maintenance that will result in its call centre being unavailable. If in the circumstances it is not possible to do this, the Customer will endeavour to inform the Supplier as soon as it reasonably can.

7. **Charges and payment**

- 7.1. The Charges for the Data shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the provision of the Data. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the provision of the Data.

- 7.2. The Supplier shall invoice the Customer on completion of the Data. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 7.3. In consideration of the supply of Data by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 7.4. The Customer shall not be required to pay any Charges (and shall be entitled to a refund of any such Charges paid) in respect of any Data provided by the Supplier under the Contract which appears under any Screening carried out by the Customer or any checks carried out by the Customer of its own records relating to Data that cannot be used for the purpose for which the Customer wishes to use it.
- 7.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of Data at the same time as payment is due for the supply of Data.
- 7.6. If the Customer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 5% percent per annum above the base rate for the time being of Barclays Bank plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This condition shall not apply to payments that the Customer disputes in good faith.
- 7.7. The Supplier shall maintain complete and accurate records of its compliance with the Supplier Warranties in providing the Data, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 7.8. The Customer may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier against any amount payable by the Customer to the Supplier under the Contract.

8. **Indemnity**

- 8.1. Subject to the Financial Cap, the Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
 - 8.1.1. a breach by the Supplier of any of the Supplier Warranties or of clause 3.4.6 or 3.4.7;
 - 8.1.2. any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Data, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

- 8.1.3. any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Data.
- 8.2. For the duration of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, such insurances as may be required, including but not limited to professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 8.3. This condition 8 shall survive termination of the Contract.

9. **Data Protection**

- 9.1. The Customer and the Supplier acknowledge and agree that for the purpose of the provision of Data under the Contract, each of the Supplier and the Customer is a separate Data Controller, and that the parties are not Data Controllers jointly or in common, nor is one the other's Data Processor.
- 9.2. The Supplier shall notify the Customer immediately if it becomes aware of any Data Protection Breach.

10. **Intellectual Property Rights**

- 10.1. The Supplier hereby grants the Customer (and each member of the Group) a Licence to use the Data in the Group for any purpose in connection with its business including marketing and selling the Services.
- 10.2. The Supplier shall notify the Customer immediately if it becomes aware of any infringement by the Supplier or the Customer of any third party Intellectual Property Rights in the Data.

11. **Confidentiality**

- 11.1. The Supplier shall keep confidential any secret or confidential information of the Customer, its staff or any of its suppliers, customers or any other non-public information relating to the business, financial or other affairs of the Customer obtained from the Customer and shall not divulge the same to any third party without the prior written consent of the Customer. Such information will only be used by the Supplier in connection with the provision of the Data.
- 11.2. The provisions of condition 11.1 shall not apply to:
 - 11.2.1. any information which after disclosure to the Supplier, becomes generally available to third parties other than through a breach of the Contract; or
 - 11.2.2. information lawfully in the possession of the Supplier before disclosure to the Supplier by the Customer; or
 - 11.2.3. information lawfully received or obtained by the Supplier from a third party which has acquired it lawfully and which is not bound by an obligation of confidentiality to the Customer; or

- 11.2.4. information required to be divulged by law, regulation or order of a court of competent jurisdiction.
- 11.3. This condition 11 shall survive termination of the Contract.
12. **Audit**
- 12.1. The Supplier shall keep at its normal place of business detailed, accurate and up-to-date records of the sourcing and provision of the Data to the Customer and the measures taken by the Supplier to comply with the Contract.
- 12.2. The Supplier shall permit the Customer and/or any member of the Group (and their respective representatives), on reasonable notice during the Supplier's normal business hours, but without notice in case of any reasonably suspected breach of condition 4 of the Contract, to:
- 12.2.1. gain access to and take copies of any relevant records and/or information held at the Supplier's premises or on any Supplier system; and
- 12.2.2. inspect all records, documents and electronic data and the Supplier's system and facilities and equipment,
- in each case for the purpose of:
- (a) inspecting and auditing the Supplier's sourcing and provision of the Data and the Supplier's compliance with its obligations under the Contract; and
- (b) the Customer, where applicable, satisfying itself regarding the reasonable steps that it is required to take under Rule 8.9.4 of the Consumer Credit sourcebook.
- 12.3. The Supplier shall supply to the Customer promptly on request details of the date and time of Consent provided by an Individual and/or an aged profile of the Consent provided by an Individual.
- 12.4. The Supplier shall:
- 12.4.1. co-operate with the Customer and members of the Group (and their respective representatives) and give all necessary assistance to the conduct of the audit; and
- 12.4.2. comply with all reasonable requests or directions by the Customer and/or members of the Group to enable the Customer and/or member of the Group to verify and/or procure that the Supplier is in full compliance with its obligations under the Contract.
- 12.5. Access by any member of the Group (and their representatives) shall be subject to reasonable and appropriate confidentiality undertakings in respect of the information obtained. The Group member and/or their representative may disclose all information obtained during the audit to the Customer.
- 12.6. This condition 12 shall survive expiry or termination of the Contract.

13. **Termination**

- 13.1. The Contract shall commence on the Commencement Date and shall end on the expiry of the Term unless terminated earlier in accordance with this condition 13.
- 13.2. The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 13.2.1. the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing of the breach;
 - 13.2.2. the Supplier 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;
 - 13.2.3. the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - 13.2.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - 13.2.5. the Supplier (being an individual) is the subject of a bankruptcy petition order;
 - 13.2.6. a creditor or encumbrancer of the Supplier 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 (fourteen) days;
 - 13.2.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
 - 13.2.8. a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 13.2.9. a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

- 13.2.10. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 13.2.2 to condition 13.2.9 (inclusive);
 - 13.2.11. the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
 - 13.2.12. the Supplier (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.
- 13.3. The Customer may terminate the Contract by giving the Supplier 3 months' written notice.

14. **Consequences of termination**

- 14.1. On termination of the Contract or any part of it for any reason:
- 14.1.1. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
 - 14.1.2. conditions which expressly or by implication have effect after termination shall continue in full force and effect.

15. **General**

- 15.1. Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying Data for more than 4 weeks, the Customer shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.
- 15.2. Assignment and subcontracting:
- 15.2.1. Subject to condition 15.2.2, neither party may assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the other party.
 - 15.2.2. Either party may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Group company.
- 15.3. Notices:
- 15.3.1. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class

post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

- 15.3.2. Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 2.00 pm on the 3rd (third) Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
 - 15.3.3. This condition 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this condition, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.
- 15.4. Waiver and cumulative remedies:
- 15.4.1. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
 - 15.4.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 15.5. Severance:
- 15.5.1. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
 - 15.5.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.6. No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.7. Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it, other than any member of the Group which shall be able to enforce each of conditions 3.2, 4, and 10.1.
- 15.8. Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer.

15.9. Governing law and jurisdiction: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England & Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England & Wales.