

**Terms and Conditions for Goods
and/or Services**
Irwin Mitchell LLP

CONTENTS

SECTION A – TERMS AND CONDITIONS	2
SECTION B – DEFINITIONS AND INTERPRETATION.....	12
SECTION C – IT AND DATA SECURITY REQUIREMENTS.....	14
SECTION D – PARTICULARS OF DATA PROCESSING	15

SECTION A – TERMS AND CONDITIONS

- | | |
|--|--|
| <p>1. APPLICATION</p> <p>1.1 These Terms and Conditions shall apply to all purchases of all Goods and/or Services between IM (and the IM Group if applicable) and the Supplier and form part of the Agreement, to the exclusion of a Bespoke Agreement.</p> <p>1.2 These Terms and Conditions shall not apply to any Bespoke Agreement between the parties. Such Bespoke Agreement shall supersede these Terms and Conditions. In the event of an invalid or expired Bespoke Agreement, these Terms and Conditions shall continue to apply.</p> <p>2. DURATION</p> <p>2.1 This Agreement shall commence on the Commencement Date and continue for the Term unless extended or terminated in accordance with this Agreement.</p> <p>3. SUPPLY OF SERVICES</p> <p>3.1 The Supplier shall provide the Services to IM (and the IM Group if applicable) in accordance with the Agreement.</p> <p>3.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order. Time is of the essence for the performance of the Services.</p> <p>3.3 In providing the Services, the Supplier shall:</p> <p>3.3.1 co-operate with IM and comply with all instructions of IM;</p> <p>3.3.2 perform the Services with reasonable care and skill in accordance with generally recognised commercial practices and standards in the industry for similar services;</p> <p>3.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them;</p> <p>3.3.4 provide all equipment, tools and vehicles and such other items as are required to provide the Services;</p> <p>3.3.5 comply with all IM Policies as made known to it from time to time; and</p> <p>3.3.6 hold all IM Materials in safe custody at its own risk, maintain the IM Materials in good condition until returned to IM, and not dispose or use the IM Materials other than in accordance with IM's written instructions or authorisation.</p> <p>3.4 If the Supplier fails to perform the Services in accordance with this Agreement, the Supplier shall at its own expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide IM</p> | <p>with an alternative means of accomplishing the desired performance. This clause is without prejudice to any other rights and remedies in law, tort or contract available to IM.</p> <p>4. SUPPLY OF GOODS</p> <p>4.1 The Supplier shall supply the Goods to IM (and the IM Group if applicable) and ensure that the Goods:</p> <p>4.1.1 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by IM and, in this respect, IM relies on the Supplier's skill and judgment; and</p> <p>4.1.2 be free from defects in design, materials and workmanship and remain so for 12 months after delivery.</p> <p>4.2 The Supplier shall ensure that:</p> <p>4.2.1 the Goods are properly packed and secured in such a manner as to ensure they reach their destination in good condition; and</p> <p>4.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the delivery, the type and quantity, the PO number, storage instructions (if any) and, if delivered by instalments, the outstanding balance remaining to be delivered.</p> <p>4.3 The Supplier shall deliver the Goods:</p> <p>4.3.1 on the date and to the location specified in the Purchase Order (or as otherwise agreed between the parties). Time shall be of the essence for delivery of the Goods; and</p> <p>4.3.2 during IM's normal hours of business on a Business Day, or as otherwise instructed by IM.</p> <p>4.4 Delivery of the Goods shall be completed on the completion of unloading at the delivery location.</p> <p>4.5 The Supplier shall not deliver the Goods in instalments without IM's prior written consent. If it is agreed the Goods may be delivered by instalments, each instalment shall be invoiced and paid for separately. Failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle IM to the remedies set out in Clause 6.</p> <p>4.6 IM shall have the right to cancel the Purchase Order for the Goods (or any part of them) which have not yet been delivered.</p> <p>4.7 In relation to any Purchase Order cancelled or part-cancelled, on receipt of validly issued and properly documented evidence, IM shall pay for:</p> |
|--|--|

4.7.1	in respect of any Goods, that part of the Charges which relate to the Goods which at the time of cancellation have been delivered to IM; and		from time to time under the General Public Licence (as those terms are defined by the Open Source Initiative or the Free Software Foundation) or anything similar in, or in the development of, the software, nor does the software operate in such a way that is it compiled with or linked to any of the foregoing;
4.7.2	in respect of any Goods, the costs of materials which the Supplier has purchased to fulfil the Purchase Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.	5.1.4	the Goods and/or Services conform with all descriptions and specifications set out in the Purchase Order and are fit for any purpose made known by IM;
4.8	To the maximum extent possible, the Supplier shall mitigate all costs relating to the Purchase Order immediately upon receipt of cancellation.	5.1.5	at all times, it has and shall maintain all necessary licenses, permissions and consents to provide the Goods and/or Services, and comply with all applicable laws and regulations; and
4.9	Time is of the essence for the delivery of Goods. If the Supplier fails to deliver any of the Goods by the date specified in the Purchase Order, IM shall (without prejudice to its other rights and remedies) be entitled at its sole discretion:	5.1.6	it shall comply with the IM Policies, together with any other policies or procedures which relate to the Supplier's obligations under this Agreement as notified to it by IM (and updated) from time to time;
4.9.1	to terminate the Agreement in whole or in part;	5.1.7	it shall comply with all health and safety rules and regulations, and any other security requirements, which are notified to it by IM from time to time.
4.9.2	to purchase the same or similar Goods from another supplier;		
4.9.3	to refuse to accept the delivery of any more Goods under the Agreement;	6.	ACCEPTANCE
4.9.4	to recover from the Supplier all costs and losses resulting to IM from the failure in delivery, including the amount by which the price payable by IM to acquire those Goods from another supplier exceeds the price payable under the Agreement and any loss of profit; and	6.1	IM shall not be deemed to have accepted any Goods and/or Services until it has had a reasonable opportunity to inspect and test the work undertaken.
4.9.5	all or any of the foregoing.	6.2	IM shall be entitled to inspect, review, test and/or re-test the Goods and/or Services to ensure compliance with the requirements of this Agreement (" Acceptance Tests ").
5.	WARRANTIES	6.3	IM shall be deemed to have accepted the Goods and/or Services as and when such items have passed the Acceptance Tests. IM shall endeavour to confirm acceptance as soon as possible following acceptance.
5.1	The Supplier shall warrant that:	6.4	If any Acceptance Tests are not passed, the failures that cause the relevant test to be failed (" Defects ") shall be documented by IM and presented to the Supplier for discussion as to how best to rectify the Defects. The Supplier shall promptly rectify all Defects as many times as needed, at no additional cost to IM, so as to ensure that the Goods and/or Services (as the case may be) pass the Acceptance Tests on a retest.
5.1.1	the Services will be performed in such a way as not to cause any fault or malfunction in any systems or software of IM and so as not to cause any interruption to the business processes of IM (other than any agreed and unavoidable interruption which is required in order to perform the Services in accordance with the Agreement);	6.5	If the retest demonstrates that the affected Goods and/or Services still do not pass the Acceptance Tests, IM may, by written notice to the Supplier, elect at its sole option:
5.1.2	it will not introduce any viruses onto IM's systems while performing the Services; and	6.5.1	to fix (without affecting its other rights and remedies) a new date for the carrying out of further tests and all costs of any retest shall be borne by the Supplier; and/or
5.1.3	if any software is being provided to IM as part of the Services:	6.5.2	exercise one or more of the rights in Clause 7.
(a)	the software and the media on which it is delivered will be free from viruses and other malicious code;		
(b)	the media on which the software is delivered will be free from defects;		
(c)	it has not included or used any open source software or any libraries or code licensed		

6.6 Title in the Goods shall pass to IM on the earlier of: (i) delivery to IM or (ii) payment for the same by IM.

6.7 Risk in the Goods shall pass to IM as and when they have been delivered up to IM and IM has inspected and accepted the same.

7. IM'S REMEDIES

7.1 If the Supplier fails to deliver the Goods and/or perform the Services in accordance with this Agreement, IM shall, without limiting its other rights and remedies, have one or more of the following rights:

7.1.1 to reject the Goods and/or Services (in whole or part) as not being in conformity with this Agreement and to return them to the Supplier, at the Supplier's own risk and expense. In such case IM may terminate this Agreement for irremediable, material breach on the part of the Supplier and the Supplier shall (without affecting any of IM's other rights and remedies) immediately refund to IM all Charges previously paid to the Supplier;

7.1.2 to require the Supplier to repair or replace the rejected Goods and/or Services, or to provide a full refund of the price of the rejected Goods and/or Services (if paid);

7.1.3 to accept the Goods and/or Services subject to a reduction in the Charges, such reduction to be reasonable when taking into account the circumstances. If the Parties cannot agree such reduction within 14 days of IM's notice, IM shall be entitled to reject the Goods and/or Services;

7.1.4 to arrange for a third party to supply the affected Goods and/or Services and recover such costs from the Supplier;

7.1.5 where IM has paid in advance for Goods and/or Services which have not been delivered or performed by the Supplier, to have such sums refunded by the Supplier; and/or

7.1.6 to claim damages for any additional costs, loss or expenses incurred by IM which are in any way attributable to the Supplier's failure.

7.2 The terms of this Agreement shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

7.3 IM's rights under this Agreement are in addition to its rights and remedies implied by statute and common law.

8. IM'S OBLIGATIONS

8.1 IM shall provide the Supplier with reasonable access at reasonable times to those premises required for the performance of the Services and such assistance and information as the Supplier may reasonably request and IM considers reasonably necessary for the

purpose of performing this Agreement.

9. CHARGES AND PAYMENT

9.1 The Charges shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services (exclusive of VAT (if any)) and shall be invoiced on the terms as set out in the Purchase Order. Each invoice shall include such supporting information required by IM to verify the accuracy of the invoice and comply with the invoicing requirements in the Purchase Order.

9.2 To issue a valid invoice to IM, the Supplier shall ensure that the invoice:

9.2.1 is sent to IM in accordance with the instructions on the Purchase Order;

9.2.2 quotes the relevant and valid IM purchase order number and accounting reference; and

9.2.3 includes details of the Goods and/or Services, the total cost and where applicable, the time period for which the invoice is being raised and the relevant hourly rates.

9.3 Payment of a valid undisputed invoice submitted in accordance with clause 9.2 shall be made by IM within 60 days of the date of the relevant invoice (or within such other time frame as may be agreed in writing between the parties from time to time). IM reserves the right to refuse payment of part or all of any invoice which is not submitted in accordance with this Agreement.

9.4 If IM disputes any element of an invoice issued by the Supplier at any time, the Supplier shall issue a credit note for that invoice and raise a revised invoice for the undisputed element. IM shall pay the revised invoice in accordance with this Agreement.

9.5 If IM fails to pay any undisputed amount due under the Agreement (other than due to a bona fide dispute as to payment), the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per cent per annum above the base rate of The Bank of England, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

9.6 Non-payment of disputed invoices shall not be deemed to be a breach of this Agreement, and the parties shall work amicably in settling such disputed invoice.

9.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow IM to inspect such records at all reasonable times on request for the term of the Agreement and 2 years after its termination or expiry.

10. INTELLECTUAL PROPERTY RIGHTS

10.1	In respect of the Goods and any other goods that are transferred to IM under this Agreement, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full, clear and unencumbered title to all such items, and that at the date of delivery of such items to IM, it will have full and unrestricted rights to sell and transfer such items to IM.	11.	CONFIDENTIALITY AND DATA SECURITY
10.2	The Supplier assigns (by way of both present and future rights) to IM, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the output of the Goods and/or Services (including any Deliverables) in each case with effect from their creation.	11.1	Unless permitted by Clause 11.2, each Party undertakes that it shall not, at any time: (i) disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party (or of its affiliates, which for the purposes of IM, includes all IM Affiliates) unless permitted by Clause 11.2; or (ii) use the same for any purpose other than to perform the Agreement and/or in the case of IM only, in order for IM to obtain the full benefit of this Agreement.
10.3	If the Supplier needs to use any of the Intellectual Property Rights in the Goods and/or Services that it has assigned to IM in the performance of the Agreement and/or which belong to IM, IM grants to the Supplier a non-exclusive, non-transferable, royalty free and revocable license to use such Intellectual Property Rights solely in order to perform the Agreement. Any license granted under this Clause shall automatically terminate when the Agreement terminates/expires.	11.2	Each Party may disclose the other Party's Confidential Information:
10.4	The Supplier shall procure irrevocable waivers of any moral rights in the output of the Goods and/or Services (including the Deliverables) to which any individual is now, or may be at any future time, entitled.	11.2.1	to its members (partners), employees, officers, representatives or advisers (" Representatives ") who need to know such information to carry out that Party's obligations under the Agreement, provided that that Party ensures that its Representatives comply with this Clause 11;
10.5	If in performing the Services and delivering the Goods the Supplier uses any Intellectual Property Rights owned by itself or licensed by a third party (other than IM) and/or the use of Goods and/or Services will require the use of any Intellectual Property Rights owned by itself or a third party, the Supplier shall grant to IM or shall procure for it a perpetual, non-exclusive, royalty free, transferable license to use, develop, support or maintain such Intellectual Property Rights in order to enable IM to secure the full benefit of the Goods and/or Services and the rights assigned to it under this Clause. This shall include for the completion and use of the output of the Goods and/or Services and for the purposes of providing services to its clients.	11.2.2	to its legal advisors and insurers in relation to any dispute concerning this Agreement; and
10.6	The Supplier shall indemnify and keep IM indemnified from and against any and all losses, costs, expenses, claims, damages, and other liabilities suffered and/or incurred by IM, arising out of, or in connection with, the receipt, use or supply of the Goods, Deliverables, the Services and/or Intellectual Property Rights for which the Supplier has secured or granted a license in accordance with this Clause.	11.2.3	as may be required by law, court order or any governmental or regulatory authority or as may be necessary for that Party (or its personnel) to comply with any professional or ethical standard or code.
10.7	Any use of the name and/or logo of IM is subject to the prior written consent of IM and compliance with the relevant IM guidelines.	11.3	IM may disclose the Supplier's Confidential Information to IM Affiliates or other external parties which facilitate the administration of IM's business or support IM's infrastructure, provided that IM shall be responsible for preserving the confidentiality of such Confidential Information.
10.8	All IM Materials are the exclusive property of IM.	11.4	Subject to Clause 11.5, either upon termination or expiry of this Agreement or at the request of IM (which may be made at any time during or after this Agreement), the Supplier must (at IM's choice): (i) destroy or return (in an agreed format) all of IM's Confidential Information, including all documents and materials (and any copies) containing, reflecting, incorporating, or based on IM's Confidential Information; (ii) to the extent technically possible, permanently erase the same from computer and communications systems and devices used by the Supplier; and (iii) to the extent the Supplier has disclosed IM's Confidential Information to third parties, ensure that they comply with this Clause as if they were the Supplier. Unless an alternative timeframe is requested by IM, the Supplier shall comply with its obligations under this Clause within 10 days and, at any time, IM may request that the Supplier provide written confirmation of its compliance with this Clause, including providing such supporting evidence as IM may require.
		11.5	Subject to Clause 11.6, the receiving Party may retain copies of the disclosing Party's Confidential Information (including any kept on back-up/archive media) in accordance

	with its record retention policies, provided that the receiving Party does not retain the Confidential Information for a period longer than seven (7) years from the date that this Agreement terminates or expires, unless a longer retention period is required by applicable laws (or, in the case of IM, any ethical or professional standards or codes).		instructions from IM, including in regard to the transfer of Personal Data to a third country or an international organisation, unless otherwise required to do so by the law of the UK (or of a part of the UK). Where the Supplier is relying on UK law as the basis for Processing Personal Data, the Supplier will inform IM of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
11.6	Unless otherwise agreed by IM, where IM makes a request under Clause 11.4, the Supplier shall not be permitted to retain (or continue to retain) the Confidential Information in accordance with Clause 11.5, unless the Supplier is required to do so in accordance with applicable laws, in which case, to the extent it is legally permitted to do so, the Supplier shall notify IM of the requirement and will identify what Confidential Information is subject to it. Where such notice is not prohibited and is given in accordance with this Clause, the Supplier will take into account the reasonable requests of IM in relation to the manner of retention.	12.2.2	take all reasonable steps to ensure the reliability of staff having access to Personal Data and ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
11.7	During any period of time that the disclosing Party's Confidential Information is retained, the receiving Party shall ensure that it is kept secure and confidential in accordance with this Agreement.	12.2.3	implement all technical and organisational security measures as required by Article 32 of the UK GDPR and by IM under the Agreement as necessary to protect Personal Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access and against all other unlawful forms of Processing;
11.8	Where the Supplier is permitted to retain IM's Confidential Information in accordance with this Clause 11, then when the Supplier is no longer permitted to retain the same, the Supplier shall comply with the obligations in Clause 11.4 in respect of such Confidential Information.	12.2.4	not engage another party to Process data on its behalf (" Sub-processors ") without notifying IM and obtaining IM's prior written authorisation (not to be unreasonably withheld or delayed). If such authorisation is granted, the Supplier shall ensure:
11.9	Any information and data relating to a client of IM shall form part of IM's Confidential Information.	(a)	such Sub-processor's Processing of such Personal Data is carried out exclusively from the UK, European Economic Area or territory that is deemed by the UK Secretary of State to provide an adequate level of protection for the purpose of Article 45 of the UK GDPR (an " Adequate Jurisdiction ") or where such Processing is otherwise subject to an 'adequate safeguard' for the purposes of Article 46 of the UK GDPR;
11.10	The Supplier shall only use data supplied to it by or provided by, or on behalf of, IM which comes into the Supplier's possession or control for the purposes of performing the Services and shall not alter or delete it without IM's consent. The Supplier shall comply with any IT and Data Security Requirements set out in Section C or as otherwise notified to it by IM from time to time.	(b)	the written contract under which such Sub-processor processes Personal Data is no less onerous than this clause 12.
11.11	The Supplier shall indemnify and keep IM indemnified from and against any and all losses, costs, expenses, claims and other liabilities incurred by IM as a result of any breach of this Clause 11.	(c)	and, for the purposes of this Clause, the Supplier will provide IM with an up to date list of relevant Sub-processors on request and shall remain fully liable to IM for acts and omissions of the Supplier's Sub-processors;
12.	DATA PROTECTION	12.2.5	taking into account the nature of the Processing, assist IM by employing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of IM's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Law (including Chapter III of the UK GDPR);
12.1	The Parties hereby acknowledge and agree that IM is the Controller and the Supplier is a Processor of the personal data described in Section D (" Personal Data ").	12.2.6	provide reasonable assistance so as to enable IM to ensure compliance with any obligations it may have in respect of data security, Personal Data Breach notification, Data Protection Impact Assessments, and engaging in any consultations with the
12.2	Without limiting the Supplier's obligation to comply with the Data Protection Law, the Supplier will:		
12.2.1	Process Personal Data only on documented		

	Commissioner, pursuant to Data Protection Law (including Articles 32 to 36 of the UK GDPR taking into account the nature of Processing and the information available to Supplier);	12.5	Where IM faces an actual or potential claim arising out of or related to the breach of any Data Protection Law concerning the Services, the Supplier will promptly provide all materials and information requested by IM that is relevant to the defence of such claim and the underlying circumstances concerning the claim.
12.2.7	at the choice of IM, promptly delete or return all the Personal Data to IM after the end of the provision of Services relating to Processing or termination or expiry of the Agreement, and delete existing copies unless applicable laws require storage of Personal Data, in which case Supplier shall cease all Processing of the Personal Data other than as required by applicable laws and ensure the confidentiality and security of the Personal Data retained in accordance with this Clause 12 and Data Protection Law and delete the Personal Data upon expiry of the time period specified by the applicable laws;	12.6	The Supplier shall not transfer any Personal Data outside the UK or EEA without IM's prior written consent. Where and to the extent the Supplier is required to effect such a transfer of Personal Data outside of the UK and EEA, other than to an Adequate Jurisdiction, the parties shall ensure the appropriate measures are in place to safeguard the transfer of such Personal Data to such country, whether this requires the signing of an International Data Transfer Agreement or the Standard Contractual Clauses issued under the EU Commission Implementing Decision Implementing Decision (EU) 2021/915 and modified by the UK's Information Commissioner's Office.
12.2.8	without limiting any of IM's existing audit rights under the Agreement, make available to IM all information necessary to demonstrate compliance with Data Protection Law (including the obligations laid down in Articles 28 and 30 of the UK GDPR) and this Clause and allow for and contribute to audits, including inspections, conducted by IM or another auditor mandated by IM; and	12.7	In the event of any conflict between the terms of this Agreement and those of the UK SCCs, the terms of the UK SCCs shall prevail.
12.2.9	promptly inform IM if, in its opinion, any instruction infringes Data Protection Law.	12.8	The Supplier shall indemnify and keep IM indemnified from and against any and all losses, costs, expenses, claims, damages, and other liabilities suffered and/or incurred by IM as a result of any breach of its obligations under Data Protection Laws and the terms set out in this clause 12
12.3	The Supplier will notify IM without undue delay, and in any event within one Business Day, upon becoming aware of an actual or reasonably suspected Personal Data Breach affecting the Personal Data. The notification shall at least specify:	13.	ANTI-BRIBERY
12.3.1	the time, date and location of the Personal Data Breach and a description of the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects concerned and approximate type and number of Personal Data records concerned;	13.1	For the purposes of this clause 13 the expressions ' adequate procedures ' and ' associated with ' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
12.3.2	where possible, a description of the likely consequences of the Personal Data Breach; and	13.2	Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that all of that party's personnel, all others associated with that party and all of that party's subcontractors involved in this Agreement so comply.
12.3.3	measures taken and/or to be taken to mitigate the consequences of the Personal Data Breach	13.3	Without limitation to clause 13.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
12.4	The Supplier will notify IM promptly, and in any event within two Business Days of receipt, of any:	13.4	Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 13.
12.4.1	legally binding request for disclosure of the Personal Data by a law enforcement authority unless such notification is prohibited by law;	14.	MODERN SLAVERY
12.4.2	request received directly from a Data Subject relating to IM's or Supplier's Processing of Personal Data; or	14.1	Each party shall ensure that it complies with
12.4.3	request or inquiry from the Commissioner or other public authority relating to Supplier's Processing of Personal Data.		

	the Modern Slavery Act 2015. Each party warrants and represents that neither of its directors, members, partners, officers, employees, agents or subcontractors have:	15.3	The Supplier accepts that the controls, benefits, rights, licenses and indemnities granted to IM under the Agreement are also granted to each IM Affiliate and that any loss suffered by the IM or a IM Affiliate as a result of any action or omission under the Agreement shall be deemed to be a loss of IM and recoverable from the Supplier under the Agreement (subject to the agreed exclusions and limits on liability).
14.2	committed an offence under the Modern Slavery Act 2015 (" MSA Offence ");		
14.3	been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or	16.	INSURANCE
14.4	is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.	16.1	The Supplier shall take out and maintain insurance policies at a value no less than £5,000,000 per claim and provide evidence that it has done the same and paid all premiums as and when requested by IM, including Employers Liability, Public Liability, Product Liability, Professional Indemnity and Cyber Security Insurance.
14.5	Each party shall notify the other immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached its obligations under this clause. Such notice must set out full details of the circumstances concerning the breach or potential breach.	17.	TERMINATION
15.	LIABILITY	17.1	IM may terminate the Agreement and/or any Purchase Order for convenience by giving the Supplier not less than 30 days' notice in writing.
15.1	Nothing in the Agreement shall limit or exclude the liability of either party for:	17.2	Without affecting any other rights or remedies the Parties may have, either Party may terminate the Agreement immediately by giving written notice to the other if:
15.1.1	death or personal injury resulting from its negligence;	17.2.1	the other Party commits a material breach of the Agreement and, if such a breach is remediable, fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
15.1.2	fraud or fraudulent misrepresentation;		
15.1.3	any indemnities contained in this Agreement;	17.2.2	the other Party repeatedly breaches the Agreement (whether of the same or different contractual provisions) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention, or ability, to perform the Agreement; or
15.1.4	breach of any obligations of confidentiality;	17.2.3	the other Party:
15.1.5	breach of any obligations imposed by Data Protection Laws;	(a)	suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts or;
15.1.6	the deliberate default or wilful misconduct of that Party; and/or	(b)	being a company, is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; or
15.1.7	any other liability that cannot, as a matter of law, be limited or excluded.	(c)	being a natural person, 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;
15.2	Subject to Clauses 15.1:		
15.2.1	neither Party shall be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage or loss arising in connection with the Agreement; and	17.2.4	the other Party 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
15.2.2	IM's total aggregate liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall not exceed 100% of the Charges paid or payable by IM to the Supplier in the Year in which the breach occurred.		

	for:-	18.1.1	comply with its obligations under Clauses 11.4 to 11.8;
(a)	the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies, or	18.1.2	deliver to IM any and all IM Materials and other information or data provided by or on behalf of IM in connection with this Agreement, to the extent these are not caught by the requirements of Clause 18.1.1; and
(b)	the solvent reconstruction of that other Party;		
17.2.5	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 that other Party, other than for:	18.1.3	deliver to IM all Deliverables, all information, data and specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to IM (to the extent that they have not already done so under the other terms of the Agreement).
(a)	the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies; or		
(b)	the solvent reconstruction of that other Party;		
17.2.6	an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other Party;	18.2	If the Supplier fails to fulfil its obligations to return information and data to IM as required under Clause 18.1, IM may enter the Supplier's premises and take possession of any items which should have been returned to it. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping and must not use them (or allow them to be used) for any purpose.
17.2.7	a floating charge holder over the assets of that other Party has become entitled to appoint, or has appointed, an administrative receiver;		
17.2.8	a person becomes entitled to appoint a receiver over all or any of the assets of the other Party, or a receiver is appointed over all or any of the assets of the other Party;	18.3	If any Charges have been paid in advance for Goods and/or Services that have not been provided by the Supplier as at the termination date, the Supplier shall promptly repay to IM all such monies.
17.2.9	the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;	18.4	The Supplier shall provide access to IM and any replacement supplier for up to 12 months after the expiry or termination of the Agreement to such information relating to the Goods and/or Services as remains in the Supplier's possession or control and such members of the Supplier's team as have been involved in the performance of the Services and who are still employed by the Supplier. This assistance shall be provided free of charge if the Agreement is terminated under Clause 18.2 and, in all other cases, at fees to be agreed by the Parties.
17.2.10	any event occurs, or proceeding is taken, with respect to the other Party, in any jurisdiction to which it is subject, that has an effect equivalent or similar to any of the events mentioned in Clause 17.2.3 to Clause 17.2.9.; and/or		
17.2.11	the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.		
17.3	IM may terminate this Agreement, with immediate effect, upon written notice and without any liability to the Supplier, if it determines (in its sole discretion) that this Agreement may bring IM's reputation into disrepute or prejudice its ability to comply with any Applicable Laws, Regulatory Requirements or professional or ethical standards or codes (including, without limitation, any auditor independence requirements) or as a result of any other conflict of interest or other ethical or regulatory reason.	18.5	On any termination or expiry of the Agreement the accrued rights and liabilities of the Parties as at termination, and all Clauses which are expressly or by implication intended to come into or continue in force on or after termination or expiry of this Agreement, shall survive and remain in full force and effect.
18.	CONSEQUENCES OF TERMINATION	1.	GENERAL
18.1	On termination or expiry of the Agreement, the Supplier shall comply with any specific post-termination activities as notified to it by IM. In any event, the Supplier shall:	18.6	Force Majeure: Neither Party shall be liable for any delay or failure in performing its obligations under the Agreement as a result of reasons beyond its reasonable control provided that it informs the other Party as soon as possible of the event and takes all reasonable steps to resume performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event.
		18.7	Assignment and Novation: Neither Party

	may assign, novate, transfer or subcontract any of its rights, benefits or obligations under the Agreement without the prior written consent of the other Party, provided that IM may assign, novate, transfer or subcontract its rights and obligations under the Agreement to another member of its group.		applicable Regulatory Requirements affecting IM and the IM Affiliates. For the avoidance of doubt an audit may include any regulatory body undertaking a remote or physical audit of the Goods and/or Services and/or any related data under this Agreement.
18.8	Waiver: Failure to exercise, or any delay in exercising, any right or remedy under the Agreement, or at law or equity, shall not be a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.	18.15	The Supplier agrees that it shall not do or omit to do anything which may cause IM and/or the IM Affiliates to be in breach of Applicable Laws or Regulatory Requirements, lose any license, authority, consent or permission on which it relies for the purposes of conducting its business, or bring IM and/or the IM Affiliates into disrepute (including any act or omission which may and/or would harm or damage IM's reputation, brand and goodwill).
18.9	Severability: If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.	18.16	Subcontracting: Except with the prior written consent of IM and it undertaking its own independent due diligence, the Supplier shall not sub-contract any part (whether in whole or in part) of its rights or obligations under this Agreement, other than in accordance with this Agreement.
18.10	Status: Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, make any party the agent of another Party, nor authorise any Party to enter into commitments for or on behalf of the other Party.	18.17	In the event IM approves the Supplier's proposed use of a subcontractor to perform any or part of the Goods and/or Services, the Supplier shall remain liable and be responsible for the action, inactions, and performance of all obligations performed by subcontractor to the same extent as if such obligations were performed by the Supplier under this Agreement.
18.11	Notices: Notices under this Agreement shall be in writing and sent to a party's address as may be set out in the Purchase Order or given by each party to the other from time to time. Notices may be given, and shall be deemed received:	18.18	Prior to signing any subcontractor agreement, the Supplier shall disclose the terms of the subcontractor agreement to IM for review and approval.
18.11.1	by first class post: two Business Days after posting;	18.19	IM may revoke its approval of a subcontractor if it has doubts about the subcontractor's ability to perform the Goods and/or Services as contemplated under this Agreement.
18.11.2	by hand: on delivery;		
18.11.3	by email: on receipt of a delivery or read return email.	18.20	For the avoidance of doubt, any actual or proposed sub-contract with any member of the Supplier's group shall be subject to the requirements of this clause.
18.12	This clause does not apply to notices given in legal proceedings or arbitration.		
18.13	Compliance with Laws: Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all Applicable Laws and Regulatory Requirements, provided that neither party shall be liable for any breach of this clause to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).	18.21	Third Party Rights: Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.
		18.22	Dispute Resolution: It is the intention of the parties to settle amicably by negotiation all disagreements and differences of opinion arising out of this Agreement. Accordingly, it is agreed that the procedure set out in this clause shall be followed before commencing formal proceedings in connection with this Agreement or serving written notice to terminate this Agreement.
18.14	The Supplier agrees that it will co-operate reasonably with IM and the IM Affiliates on request to assist IM or the IM Affiliates to respond to audits and other like investigations conducted or requests by a regulatory body in order to demonstrate compliance with all	18.23	If any dispute, disagreement or difference of opinion arises out of this Agreement, representatives of each party shall meet as soon as reasonably practicable (but in any

	<p>event within 10 Business Days of receipt of a written notice from the other party as to the existence of a dispute) to attempt resolution, acting reasonably and in good faith. Should they not be able to resolve the matter within 10 Business Days of such meeting (or such longer period as the parties may agree), then the matter shall promptly be referred by either party's senior or executive representatives.</p>	<p>parties may settle such dispute in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.</p>
18.24	<p>If the parties are unable to reach an amicable solution after having followed the process in the clause above within 10 Business Days after the matter being referred to either party's senior or executive representatives, the dispute resolution procedure set out in this clause shall be deemed to have been exhausted in respect of the dispute, and the</p>	<p>18.25 Nothing in this clause prevents a party seeking urgent injunctive or similar interim relief from a court of competent jurisdiction.</p>
		<p>18.26 Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.</p>
		<p>18.27 Jurisdiction: The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement.</p>

SECTION B – DEFINITIONS AND INTERPRETATION

The following terms shall have the following meanings unless otherwise stated:

"Agreement" means the agreement between the Supplier and IM for the provision of Goods and/or Services to be delivered in accordance with these Terms and Conditions, the Sections, together with the Purchase Order;

"Anti-Bribery" means all applicable laws, statutes, regulations and codes of practice relating to anti-bribery and anti-corruption in any jurisdiction relevant to the parties and their obligations under this Agreement, including the Bribery Act 2010 (as updated and amended from time to time);

"Applicable Laws" means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;

"Bespoke Agreement" means any agreement negotiated and signed by IM and the Supplier. For the avoidance of doubt, these can be IM's or the Supplier's standard terms or other specifically negotiated terms.

"Business Day" means a day (other than a Saturday, Sunday or a public holiday in England) when banks in London are open for business;

"Charges" means the charges payable by IM for the provision of Goods and/or Services as set out in the Purchase Order;

"Confidential Information" means any and all information (whether tangible or intangible) disclosed orally or in writing (whether marked or communicated as confidential or not) that has been, or will be, disclosed or made available by one party (or any of its Representatives) to the other party in relation to this Agreement, including: all information received by a party in relation to its obligations under, or performance of, this Agreement; information that by its nature the receiving party ought reasonably to understand to be confidential; and any information, results or analysis derived from performing or receiving the Goods and/or Services, but excluding: information already in the receiving party's possession at the time of receipt which is free of any obligation of confidence; which is already in the public domain; or which becomes so (unless in breach of this Agreement);

"Controller", "Commissioner", "Data Protection Impact Assessments", "Data Subject", "Processor", "Personal Data", "Personal Data Breach" and **"Process/Processing/Processed"** have the meanings given in Data Protection Laws;

"Commencement Date" means the date set out in the Purchase Order;

"Data Protection Laws" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to the Supplier or IM, relating to data security, data protection and/or privacy, including, as amended, extended, repealed or replaced from time to time: a) the General Data Protection Regulation (EU) 2016/679 as it forms part of into the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 ("UK GDPR"), b) the Data Protection Act 2018 and c) any associated implementing, derivative or related legislation, rule, regulation, and regulatory guidance;

"Deliverables" means all documents, equipment, tools, systems, products, manuals and materials developed by the Supplier or its representatives in delivering the Goods and/or Services, in any form or media;

"Goods" means the goods (including any Deliverables) to be delivered by the Supplier as set out in the Purchase Order in accordance with the terms of this Agreement;

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business names and domain names, rights in trade dress or get-up, rights in goodwill or the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights and all similar or equivalent rights or forms of protection (whether now or in the future) in any part of the world, in each case whether registered or unregistered and including all applications for, renewals or extensions of, and rights to claim priority from, such rights;

"IT and Data Security Requirements" means IM's information technology and data security requirements as set out in Section C, as may be amended from time to time;

"IM" means Irwin Mitchell LLP (OC343897) with its registered office at Riverside East, 2 Millsands, Sheffield, South Yorkshire, S3 8DT;

"IM Affiliate" means:

- (a) a subsidiary or holding company of Irwin Mitchell LLP or a subsidiary of that holding company;
- (b) a corporate member of Irwin Mitchell LLP or a subsidiary or holding company of that corporate member or subsidiary of that corporate member's holding company;
- (c) any limited liability partnership of which Irwin Mitchell LLP or any IM Affiliate is a corporate member;
- (d) an entity where there is a commonality of two or more partners between Irwin Mitchell LLP or any Affiliate and the other entity, including where those Irwin Mitchell LLP or Affiliate partners are partners, members or directors of that other entity;
- (e) Irwin Mitchell Scotland LLP; or
- (f) any company in which any member of the Group holds 50% or more of the voting rights relating to the issued share capital of such company shares.

References to a **"holding company"** mean a holding company as defined in section 1159 of the Companies Act 2006 or a parent undertaking as defined in section 1162 and Schedule 7 of the Companies Act 2006 and references to a **"subsidiary"** mean a subsidiary as defined in section 1159 of the Companies Act 2006 or a subsidiary undertaking as defined in section 1162 and Schedule 7 of the Companies Act 2006;

"IM Group" means IM and the IM Affiliates;

"IM Materials" means all materials, equipment and tools, drawings, specifications and data supplied by IM to the Supplier, which is owned by, or licensed to, IM;

"IM Policies" means IM's policies which apply to this Agreement and given to the Supplier from time to time;

"Purchase Order" means the purchase order setting out the Goods and/or Services to be purchased by IM from the Supplier;

"Regulatory Requirements" means all the applicable statutory and other rules, regulations, instruments and provisions of any relevant jurisdiction in force from time to time and any other codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory body or other authority, to which either party is subject from time to time;

"Representatives" means with respect to either party, a colleague, partner, director, member, employee, officer, agent or sub-contractor as appointed from time to time;

"Services" means the services (including any Deliverables) to be provided by the Supplier as set out in the Purchase Order;

"Supplier" means the legal entity as identified in the Purchase Order that will provide the Goods and/or Services;

"Term" means (a) the duration of the Agreement as set out in the Purchase Order or (b) the duration in which the Supplier successfully delivers the Goods and performs the Services, whichever is shorter; and

"Year" means 12-month period commencing with the Commencement Date or any anniversary of it.

1. In the Agreement, references to:
 - a. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - b. a reference to a company shall include any company, corporation or other body corporate and a partnership (whether a limited liability partnership or otherwise), wherever and however incorporated or established;
 - c. the singular shall include the plural and vice versa (unless the context otherwise requires); and
 - d. a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any sub-ordinate legislation made under it.
2. Except as set out in the Agreement, any reference to 'writing' or 'written' includes e-mail.
3. Any obligation in the Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
4. Any phrase introduced by the terms including, include, in particular or any similar expression shall be for illustrative purposes only and shall not limit the sense of the words preceding those terms.
5. If there is any conflict or inconsistency between the documents forming the Agreement, the documents shall have priority in the following order:
 - a. the Purchase Order;
 - b. these Terms and Conditions; and
 - c. each Section.

SECTION C – IT AND DATA SECURITY REQUIREMENTS

1. Unless required by law or for professional compliance purposes, the Supplier will not (without IM's prior consent) use IM data for any collateral purpose, or transfer data between group entities or other third parties.
2. The Supplier must have in place commercially available perimeter traffic filter controls (network firewalls) and up-to-date anti-malware protection on all PCs and servers.
3. The Supplier must have in place security incident or event logging so that it can be used in the detection and prevention of malicious behaviours of the Services provided.
4. The Supplier will ensure that all access to IM data is provided through documented and authenticated through technical controls to prevent access from unauthorised individuals.
5. The Supplier will prohibit the sharing and recycling of unique IDs and user accounts.
6. The Supplier will ensure that accounts with administrative privileges are strictly controlled, and that activities in relation to IM data access and the logon/logoff of such accounts are audited for failure and success events.
7. The Supplier must ensure that any generic or service accounts with administrative privileges change default or vendor passwords.
8. The Supplier will have a documented Starters / Movers / Leavers process that will ensure prompt removal of access rights from individuals no longer having a need to access IM Data.
9. The Supplier must have a procedure for guaranteeing confidentiality and no sharing of passwords.
10. The Supplier will require its account passwords to consist of at least 12 characters, including upper and lower case letters and numbers.
11. The Supplier will require any internet facing authentication portals for the management of the service to have multi-factor authentication.
12. The Supplier will support encrypted transmissions of IM Data across untrusted networks (e.g., the Internet) using industry standard (non-deprecated) encryption systems in all circumstances.
13. The Supplier's premises must have reasonable physical access controls in place that will restrict unauthorised individuals from accessing the zones where IM Data is being processed. IT and infrastructure rooms must have additional access restrictions in place and a documented process to grant and review this level of restricted access.
14. The Supplier will put in place secure erasure or secure destruction measures for electronic media, and paper shredding measures or secure bins for disposal of hardcopy information.
15. The Supplier will ensure Data Security policies and appropriate confidentiality undertakings form part of employment contracts for staff and service contracts for contractors/suppliers and will ensure that these obligations are passed down the supply chain whenever IM data is accessed, stored, or processed.
16. The Supplier will provide mandatory training to all staff on privacy, confidentiality and data security.
17. The Supplier will notify IM upon discovery (as soon as possible, and in all cases within 48 hours) of any data loss or security breach.
18. In the event of a data breach, the Supplier shall fully cooperate with IM to investigate and remediate the breach, cooperate with any supervisory authorities and law enforcement, and assist with any regulatory notifications as required.
19. The Supplier must have a Business Continuity Policy in place and be able to reconstruct quickly data in the state prior to loss and damage.
20. The Supplier will ensure that all IM Data, backup media and server copies are only transferred outside the EEA area to countries deemed by the EU Commission to provide equivalent protection, or otherwise comply with the Privacy Shield onward transfer requirements.
21. The Supplier will implement data protection by design in all applicable systems that store, transmit or process IM data.
22. The Supplier will ensure that data processing should be set up so that it can help IM respond to and fulfil data subject requests (e.g., with respect to their right to data portability, right of access, right to rectification, right to erasure, right to restriction of processing, right to object to processing, and right to not be subjected to automated profiling).
23. At the request of IM, the Supplier shall make available to IM all information necessary to demonstrate the Supplier's compliance with its data processing obligations.

SECTION D – PARTICULARS OF DATA PROCESSING

1	Subject-matter of Processing: Processing of Personal data related to Data Subjects to enable each party to perform its obligations under this Agreement in relation to the provision of Goods and/or Services.		may include contact details, personal details such as gender and date of birth, financial details, employment and educational details, family, lifestyle and social circumstances. Personal Data may also concern special categories of data such as racial or ethnic origin, political opinions, religious or other beliefs, trade union membership, physical or mental health details.
2	Duration of the Processing: For the duration of the Agreement.	5	Categories of Data Subjects:
3	Nature and purpose of the Processing: The Supplier will process Personal Data for the purposes of providing IM with the Goods and/or Services.	i. ii. iii.	Colleagues of IM and the IM Group; Clients of IM and the IM Group; Suppliers to IM and the IM Group;
4	Categories of Personal Data: Data relating to Data Subjects provided to the Supplier by IM (or another third party or by the Data Subjects). Examples of Personal Data	iv. v.	Third party advisors, consultants, contractors and other professional experts; Any other data subjects who has a relationship with (i) to (iv) above.