

# Terms and Conditions

## Terms of Purchase of Godfrey Syrett Limited (**Terms**)

### 1. Interpretation

#### 1.1 Definitions:

<b>“Applicable Laws”</b>	means the laws of any member of the European Union or any laws applicable to Godfrey Syrett and/or the Supplier in the processing of personal data;
<b>“Business Day”</b>	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
<b>“Conditions”</b>	the Terms and Conditions set out in this document as amended from time to time in accordance with Clause 17.4;
<b>“Contract”</b>	the Contract between Godfrey Syrett and the Supplier for the sale and purchase of the Goods in accordance with these Conditions;
<b>“Data Protection Legislation”</b>	means all applicable Laws and Regulations relating to the processing of personal data and privacy in any relevant jurisdiction including without limitation to GDPR, the Privacy and Electronic Communications Regulations, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and any order, guidelines and instructions issued by a relevant national or judicial authority in England or the European Union;
<b>“Data Processor, Data Controller, Personal data and processing”</b>	have the meaning as defined in the Data Protection Legislation;
<b>“Delivery Date”</b>	the date specified in the Order;
<b>“Delivery Location”</b>	the address for delivery of Goods as set out in the Order;
<b>“Goods”</b>	the Goods (or any part of them) set out in the Order;
<b>“Godfrey Syrett”</b>	the customer, being Godfrey Syrett Limited (registered in England and Wales with company number 00751094);
<b>“GDPR”</b>	means the General Data Protection Regulation (CEU 2016/679) and any national implementing laws, regulations and secondary or related legislation (including as transposed into domestic legislation);
<b>“Mandatory Policies”</b>	Godfrey Syrett’s business policies and codes, as listed in clause 15;
<b>“Order”</b>	Godfrey Syrett’s order for the Goods, as set out in Godfrey Syrett’s purchase order form;
<b>“Specification”</b>	any specification for the Goods, including any related plans and drawings, that is agreed in writing by Godfrey Syrett and the Supplier;
<b>“Supplier”</b>	the person or firm from whom Godfrey Syrett purchases the Goods; and

**“Sub-processors”**

means a natural or legal person, public authority, agency or other body contracted that processes personal data for the purpose of carrying out a specific processing activity on behalf of Godfrey Syrett.

**1.2 Interpretation:**

**1.2.1** a reference to a statute or statutory provision is a reference to such statute or 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;

**1.2.2** 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

**1.2.3** A reference to writing or written includes faxes and emails.

**2. Basis of contract**

**2.1** These Conditions 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.

**2.2** Godfrey Syrett shall request a quote from a Supplier. Where the Supplier provides an acceptable quote, Godfrey Syrett shall create an Order.

**2.3** The Order constitutes an acceptance of the quote by Godfrey Syrett to purchase the Goods in accordance with these Conditions.

**2.4** The Order shall be deemed to be accepted on the earlier of:

**2.4.1** the Supplier issuing a written acknowledgement of the Order; or

**2.4.2** the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

**2.5** The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

**3. The Goods**

**3.1** The Supplier shall ensure that the Goods shall:

**3.1.1** correspond with their description and any applicable Specification;

**3.1.2** be of the best quality, material and workmanship;

**3.1.3** be unused and in new condition obtained from the original equipment maker or their approved suppliers or agents (except as otherwise provided in the Order);

**3.1.4** be free from defects in material, design and/or workmanship;

**3.1.5** be of the latest production and shall conform to the latest applicable Specification and drawings;

**3.1.6** be accompanied by an appropriate certificate of conformity signed by the Seller's designated quality officer;

**3.1.7** be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect Godfrey Syrett relies on the Supplier's skill and judgement;

**3.1.8** comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

**3.2** The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

**3.3** Godfrey Syrett may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

**3.4** If following such inspection or testing Godfrey Syrett considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.1, Godfrey Syrett shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

**3.5** Godfrey Syrett may conduct further inspections and tests after the Supplier has carried out its remedial actions.

**3.6** The Supplier shall guarantee the performance of the Goods in accordance with Clause 3.1 and any applicable specification for the longer of:

**3.6.1** a minimum period of one year from the date of delivery; or

**3.6.2** or for the usual period applicable to such goods in the normal course of the Seller's trade, if longer than one year;

**3.6.3** or for such period agreed between the parties where the Godfrey Syrett requires a guarantee of longer than one year.

#### **4. Change control**

**4.1** Where a written request for an amendment to an Order is received from Godfrey Syrett by the Supplier (Change Control Note) the Supplier shall:

**4.1.1** evaluate the Change Control Note and, as appropriate:

**4.1.1.1** request further information; or

**4.1.1.2** arrange for two copies of the Change Control Note to be signed by or on behalf of Godfrey Syrett and return one of the copies to the Supplier; or

**4.1.1.3** notify Godfrey Syrett of the rejection of the Change Control Note.

**4.2** A Change Control Note signed by the Supplier and by Godfrey Syrett shall constitute an Order.

**4.3** Each Change Control Note shall contain:

**4.3.1** the originator and date of the request;

**4.3.2** the reason for the Change;

**4.3.3** full details of the Change, including any specifications;

**4.3.4** details of the likely impact, if any, of the Change on other aspects of this Agreement including other contractual issues and any impact on the price;

**4.3.5** the date of expiry of validity of the Change Control Note; and

**4.3.6** provision for signature by the Supplier and Godfrey Syrett.

## **5. Delivery**

**5.1** Time of delivery is of the essence.

**5.2** The Supplier shall ensure that:

**5.2.1** the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

**5.2.2** each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods, (including the code number of the Goods, where applicable), special storage instructions (if any), the outstanding balance of Goods remaining to be delivered, whether the Goods are being delivered by instalments, the lifting, loading and shipping number, the stock/part number, the quantity, the date of shipment, and the names of both the consignor and consignee; and

**5.2.3** if the Supplier requires Godfrey Syrett to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

**5.3** Where Goods are to be delivered on pallets, euro pallets shall be used at no additional cost to Godfrey Syrett.

**5.4** The Supplier shall deliver the Goods:

**5.4.1** on the Delivery Date;

**5.4.2** at the Delivery Location; and

**5.4.3** during Godfrey Syrett's normal business hours, or as instructed by Godfrey Syrett.

**5.5** Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

**5.6** If the Supplier:

**5.6.1** delivers less than 95.0% of the quantity of Goods ordered, Godfrey Syrett may reject the Goods; or

**5.6.2** delivers more than 105.0% of the quantity of Goods ordered, Godfrey Syrett may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Godfrey Syrett accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

**5.7** The Supplier agrees to accept claims for defective, nonconforming or erroneous Goods if they are submitted within four (4) weeks from the date of delivery of the Goods to the requested destination (or later, if such defect, non-conformance or error is not apparent at the time of inspection).

**5.8** The Supplier shall not deliver the Goods in instalments without Godfrey Syrett's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Godfrey Syrett to the remedies set out in Clause 6.

**5.9** Godfrey Syrett may incorporate incoterms into the contract by specifying the relevant incoterm in the Order. Where there is any conflict between the incoterm specified in the Order and these Terms and Conditions, the incoterm specified in the Order will apply to the exclusion of the conflicting provision in these Terms and Conditions.

## **6. Remedies**

**6.1** If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in Clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Godfrey Syrett may exercise any one or more of the following remedies:

**6.1.1** to terminate the Contract;

**6.1.2** to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

**6.1.3** to require the Supplier to repair or replace the rejected Goods at their own cost (including any transportation costs to and from the place at which the repair will take place), or to provide a full refund of the price of the rejected Goods (if paid);

**6.1.4** to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

**6.1.5** to recover from the Supplier any costs incurred by Godfrey Syrett in obtaining substitute goods from a third party; and

**6.1.6** to claim damages for any other costs, loss or expenses incurred by Godfrey Syrett which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

**6.2** If the Goods are not delivered on the Delivery Date Godfrey Syrett may, at its option, claim or deduct 5.0% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 25.0% of the total price of the Goods. If Godfrey Syrett exercises its rights under this Clause 6.2, it shall not be entitled to any of the remedies set out in Clause 6.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).

**6.3** These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

**6.4** Godfrey Syrett's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

## **7. Title and risk**

Title and risk in the Goods shall pass to Godfrey Syrett on completion of delivery.

## **8. Price and payment**

**8.1** Time for payment is not of the essence.

**8.2** The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

**8.3** The price of the Goods:

**8.3.1** excludes amounts in respect of value added tax (VAT), which Godfrey Syrett shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

**8.3.2** includes the costs of packaging, insurance and carriage of the Goods.

**8.4** No extra charges shall be effective unless agreed in writing with Godfrey Syrett.

**8.5** The Supplier shall invoice Godfrey Syrett for the price of the Goods plus VAT at the prevailing rate (if applicable) within 30 (thirty) days after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, Godfrey Syrett's order number, the Supplier's VAT registration number, a description of the Goods and proof of dispatch and any supporting documents that Godfrey Syrett may reasonably require.

**8.6** Godfrey Syrett shall pay correctly rendered invoices within 60 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

**8.7** If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4.0% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

**8.8** Godfrey Syrett may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Godfrey Syrett against any liability of Godfrey Syrett to the Supplier.

**8.9** Godfrey Syrett shall consider earlier payment if agreement can be reached on a specific discount or rebate on the invoiced amount.

## **9. Godfrey Syrett materials**

The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by Godfrey Syrett to the Supplier (Customer Materials) and all rights in the Customer Materials are and shall remain the exclusive property of Godfrey Syrett. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to Godfrey Syrett, and not dispose or use the same other than in accordance with Godfrey Syrett's written instructions or authorisation.

## **10. Indemnity**

**10.1** The Supplier shall keep Godfrey Syrett indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Godfrey Syrett as a result of or in connection with:

**10.1.1** any claim made against Godfrey Syrett for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

**10.1.2** any claim made against Godfrey Syrett by a third party, employee or agent for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

**10.1.3** any claim made against Godfrey Syrett by a third party, employee or agent arising out of or in connection with the supply of the Goods, 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.

**10.1.4** the Goods failing to be delivered on time pursuant to Clause 5.4; or

**10.1.5** an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods;

**10.2** This Clause 10 shall survive termination of the Contract.

## **11. Insurance**

During the term of the Contract and for a period of one (1) year thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Godfrey Syrett'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.

## **12. Compliance with relevant laws and policies**

**12.1** In performing its obligations under the Contract, the Supplier shall:

**12.1.1** comply with all applicable Laws, Statutes, Regulations and codes from time to time in force; and

**12.1.2** comply with the Mandatory Policies.

**12.2** Godfrey Syrett may immediately terminate the Contract for any breach of Clause 12.

## **13. Termination**

**13.1** Godfrey Syrett may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Godfrey Syrett shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

**13.2** Without limiting its other rights or remedies, Godfrey Syrett may terminate the Contract with immediate effect by giving written notice to the Supplier if:

**13.2.1** the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within Seven (7) Days of that party being notified in writing to do so;

**13.2.2** the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

**13.2.3** the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

**13.2.4** the Supplier suspends (or threatens to suspend), ceases (or threatens to cease) to carry on all or a substantial part of its business; or

**13.2.5** the Supplier's financial position deteriorates to such an extent that in Godfrey Syrett's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**13.3** Where, due to the default or failure of the Supplier to comply with its obligations under these Conditions, Godfrey Syrett procures or otherwise obtains the Goods from a third party, the Supplier shall be liable to Godfrey Syrett for any excess costs for such items. The Supplier shall continue to provide any Goods ordered to the extent not cancelled by Godfrey Syrett.

**13.4** Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

**13.5** Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

## **14. Force majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for one month, Godfrey Syrett may terminate this Contract by giving 60 days' written notice to the affected party.

## **15. Confidentiality**

**15.1** The Supplier undertakes:

**15.1.1** to keep confidential any information, knowledge and materials (including but not limited to technical and other data, measured values, techniques, business experience, business secrets, know-how, drawings and other documentation) (Information) received from or disclosed in any other way by Godfrey Syrett or an affiliate of Godfrey Syrett;

**15.1.2** not to disclose information to third parties; and

**15.1.3** not to use Information for any purpose other than executing and performing its responsibilities under the Contract.

**15.2** The Supplier undertakes to return all information delivered to it in a tangible form (including but not limited to documents, samples, and specimens) without undue delay upon request by Godfrey Syrett without retaining any copies or notes. In addition, the Supplier undertakes to delete its own notes, compilations and evaluations containing Information without undue delay upon request by Godfrey Syrett and to confirm that it has done this to Godfrey Syrett in writing.

## **16. Mandatory Policies**

Suppliers must comply with Godfrey Syrett's business ethics. These are available to view at the Business Ethics & Standards page of the Godfrey Syrett website.

## **17. General**

### **17.1 Assignment and other dealings**

**17.1.1** Godfrey Syrett may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

**17.1.2** The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Godfrey Syrett.

**17.2 Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Godfrey Syrett. If Godfrey Syrett consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

**17.3 Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**17.4 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional Terms and Conditions, shall be effective unless it is agreed in writing and signed by Godfrey Syrett.

**17.5 Waiver.** Except as set out in these Conditions, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**17.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**17.7 Notices.**

**17.7.1** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.

**17.7.2** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 17.7.1; if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second Business Days after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

**17.7.3** This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

**17.8 Third party rights.** No one other than a party to the Contract shall have any right to enforce any of its terms.

**17.9 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

**17.10 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## **18 Data Protection**

**18.1** Both parties will comply with all applicable requirements under the Data Protection Legislation and this Agreement. This Agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

**18.2** The parties acknowledge that for the purposes of the Data Protection Legislation and this Agreement there may be times when Godfrey Syrett is the data controller and the Supplier is the data processor.

**18.4** Without prejudice to the generality of clause 18.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations as data processor under this Agreement:

**18.4.1** process that personal data only on the written instructions of Godfrey Syrett unless the Supplier is required by any Applicable Laws. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify Godfrey Syrett of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying Godfrey Syrett;

**18.4.2** ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Godfrey Syrett, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

**18.4.3** ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

**18.4.4** not transfer any personal data outside of the European Economic Area unless the prior written consent of Godfrey Syrett has been obtained and the following Conditions are fulfilled:

**18.4.4.1** Godfrey Syrett or the Supplier has provided appropriate safeguards in relation to the transfer;

**18.4.4.2** the data subject has enforceable rights and effective legal remedies;

**18.4.4.3** the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred;

**18.4.4.4** the Supplier complies with reasonable instructions notified to it in advance by Godfrey Syrett with respect to the processing of the personal data;

**18.4.5** assist Godfrey Syrett in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

**18.4.6** notify Godfrey Syrett without undue delay and within any event within 24 hours on becoming aware of a personal data breach;

**18.4.7** at the written direction of Godfrey Syrett, delete or return personal data and copies thereof to Godfrey Syrett on termination of the Agreement unless required by Applicable Law to store the personal data; and

**18.4.8** maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by Godfrey Syrett or Godfrey Syrett's designated auditor.

**18.5** The Supplier may not appoint any Sub-processors of personal data under this Agreement without obtaining the prior written consent of Godfrey Syrett. The Supplier shall enter into a written agreement with such Sub-processors incorporating terms which are substantially the same as those set out in this clause 18. As between Godfrey Syrett and the Supplier, the Supplier shall remain fully liable for all acts and omissions of any Sub-processor appointed by it pursuant to this clause 18.5. Where required by law, the Supplier shall inform Godfrey Syrett of any intended changes concerning the additional or replacement of a Sub-processor with access to personal data and give Godfrey Syrett the opportunity to object to such changes.

**18.6** Either party may, at any time of not less than 30 days' notice, revise this clause 18 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certificate scheme.