

1. DEFINITIONS

In the context of these terms and conditions, the following words shall have the following meanings:

"Agreement" means these terms and conditions (including any schedules attached to it), the Order, the Specification and/or such other document as may be agreed between the Supplier and Purchaser for the sale and purchase of the Goods and/or Services;

"Deliverables" all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

"Data Protection Laws" means any applicable law relating to the processing, privacy and use of Personal Data as applicable to this Agreement including but not limited to the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation ("GDPR") (EU) 2016/679 and/or any corresponding or equivalent law or regulation;

"Goods" means the goods or materials (including where appropriate the Deliverables) as set out in **Schedule 1** to be supplied in accordance with the Agreement;

"Guarantee Period" means 12 months from delivery of the Goods and/or acceptance by the Purchaser of the Services (or such longer period as may be specified in **Schedule 1** and/or the Specification);

"Halfords Group Company" means any subsidiary or holding company or associated company of Halfords Group plc ("subsidiary" and "holding" company having the definitions in Section 1159 of the Companies Act 2006 (as amended from time to time));

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill, moral rights and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" means the Purchaser's order for the supply of Goods and/or Services as set out in the Purchaser's order form, written acceptance of the Supplier's quotation, email, or such other method as agreed between the parties;

"Purchaser" means Halfords Limited, a company registered in England and Wales, company number 00103161, with registered office at Icknield Street Drive, Washford West, Redditch, Worcestershire B98 0DE or such other Halfords Group Company as identified in the Order;

"Services" means the services (including without limitation any Deliverables) as set out in **Schedule 1** to be provided in accordance with Agreement;

"Specification" means, where applicable, the technical or other description of the Goods or Services;

"Supplier" means the person, firm, company or organisation referred to in **Schedule 1**.

2. GENERAL

2.1 This Agreement shall form the entire agreement between the Purchaser and the Supplier 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. If the Supplier's documentation seeks to incorporate its own terms and conditions, and/or contains terms or conditions additional to or at variance with these terms and conditions every additional or varying term or condition shall have no effect.

2.2 In the event of any conflict between any or all of the Schedules, Order, Specification or these terms and conditions, the conflict shall be determined in the order in which the documents are referred to in this clause so that a term contained in a document earlier in the list shall have priority over one contained in a document later in the list.

2.3 The Purchaser may, upon notice to the Supplier, update and/or amend these terms and conditions at any time. No variation to this Agreement or any part thereof by the Supplier shall be binding unless expressly agreed in writing and executed by a duly authorised signatory of the Purchaser.

2.4 The Order constitutes an offer by the Purchaser to purchase the Goods or Services from the Supplier in accordance with the Agreement. The Order shall be deemed to be accepted on the earlier of: a) the Supplier issuing a written acceptance of the Order;

or b) the Supplier doing any act consistent with fulfilling the Order, at which point the Agreement shall come into existence on the terms of the Agreement. An Order may be withdrawn or amended by the Purchaser at any time before acceptance by the Supplier.

2.5 All of these terms and conditions shall apply to both Goods and Services except where the application to one or the other is specified.

3. SUPPLY OF GOODS

3.1 The Purchaser reserves the right to refuse delivery of (or to return at the Supplier's cost and expense) any Goods delivered in excess of or in lesser quantities than those stated in the Order.

3.2 The Purchaser reserves the right to inspect or test the Goods at any time during manufacture, processing, storage or on delivery of Goods for compliance with the Agreement but inspection or testing shall not in any way relieve the Supplier from its obligations under the Agreement or from those existing at common law or under statute. The Supplier shall procure that the Purchaser is granted reasonable access rights to undertake inspections.

3.3 If following such inspection or testing the Purchaser considers that the Goods do not conform or are unlikely to comply with the Agreement, the Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. If it is not possible for the Supplier to take remedial action to ensure compliance, the Purchaser may, without limiting its other rights or remedies, at its sole discretion elect to utilise one or more of the rights set out at clause 9 below.

3.4 In the event that the Goods or any part thereof fail inspection and/or testing the Purchaser (without prejudice to any of its other rights) reserves the right to charge the Supplier any cost in respect of travel and accommodation incurred by the Purchaser for subsequent re-inspection and/or re-testing (if any).

4. QUALITY OF GOODS

4.1 Without prejudice to the Purchaser's statutory rights, it is a condition of this Agreement that the Goods shall: (i) be delivered in accordance with clause 5.2; (ii) conform to the Specifications and the Order to the satisfaction of the Purchaser; (iii) be fit and sufficient for the purposes for which they are required (whether made known to the Supplier expressly or by implication) and in this respect the Purchaser relies on the Supplier's skill and judgement; (iv) be of satisfactory quality and fit for purpose within the meaning of the Sale of Goods Act 1979, Supply of Goods and Services Act 1982 and Consumer Rights Act 2015 (as applicable and amended from time to time) and free from defects in design, materials or workmanship, (whether latent or otherwise) and will remain so during the Guarantee Period; (v) be supplied with adequate information and instruction as to the use for which they are designed; (vi) be supplied with detailed information about any conditions or procedures required to ensure that, when put to use, the Goods will be safe and without risk to health; (vii) comply in all respects with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage and handling of the Goods..

4.2 In the event that (i) the Supplier fails to deliver the Goods by the date specified in the Order, (ii) if it is the Purchaser's opinion that the Supplier will be unable to perform its obligations or any of them under the Agreement, or (iii) in the event that the Goods or any part thereof fail to meet in full with the terms of clause 4.1, then the Purchaser shall, without limiting its other rights or remedies, have one or more of the rights set out at clause 9.1 below.

4.3 Any signature by or on behalf of the Purchaser on any delivery note or other document provided by the Supplier upon delivery of the Goods will not signify the acceptance by the Purchaser of the quality or quantity of the Goods.

4.4 The Supplier shall not be entitled to reject any complaint and/or claim made in respect of any defect in the Goods which arises within the Guarantee Period on the basis that the Purchaser failed to raise the complaint and/or claim with the Supplier during the Guarantee Period.

4.5 The terms of this Agreement shall apply to replacement or repaired Goods supplied by the Supplier to the Purchaser, but shall not prejudice (i) any of the Purchaser's rights or remedies arising out of any defects in the replacement or repaired Goods; or (ii) the benefit of any warranty provided with the replacement Goods.

4.6 In providing the Goods, the Supplier shall comply with the Purchasers' Global Sourcing Code, a copy of which is available on request.

5. DELIVERY OF GOODS

- 5.1 All Goods must be adequately packed and secured, at no cost to the Purchaser, so that they reach their destination in good condition. The Supplier shall be held solely responsible for any damage caused to the Goods and/or incurred by the Purchaser arising out of a failure to adequately pack and secure the Goods.
- 5.2 Goods shall be delivered on the date, at the time and to the address specified in the Order. Time shall be of the essence in relation to delivery and the Purchaser shall be under no obligation to accept delivery of the Goods before or after the specified time and/or date or at a different address to that specified in the Order.
- 5.3 Delivery of the Goods shall be affected by the Supplier at the Supplier's own risk and expense.
- 5.4 Without prejudice to clauses 4.2, 4.3 and 5.2 as set out above, and any other rights or remedies of the Purchaser, delivery of the Goods shall be completed upon the unloading of the Goods at the address as specified in the Order, unless otherwise agreed between the parties.
- 5.5 Title and risk in the Goods shall pass to the Purchaser on completion of delivery.

6. SUPPLY OF SERVICES

- 6.1 The Supplier shall provide the Services in accordance with the Agreement and in compliance with all statutory and regulatory requirements. The Services shall be subject to the right of inspection at any time by the Purchaser but such inspection shall not relieve the Supplier of its obligations nor constitute acceptance by the Purchaser of any part of the work.
- 6.2 Without prejudice to the Purchaser's statutory rights, the Services shall be carried out by the Supplier exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced provider of Services engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Services.
- 6.3 The Supplier shall supervise and direct the work using best care, skill and attention.
- 6.4 In supplying the Services, the Supplier shall comply with the Purchasers' Contractor Occupational Safety Principles, a copy of which is available on request.

7. TIME FOR ACCEPTANCE OF SERVICES

- 7.1 The Supplier shall start the provision of the Services and complete the Services on the dates set out in **Schedule 1** and/or the Order. The Supplier shall meet any performance dates for the Services specified in **Schedule 1**, the Order or otherwise agreed between the Purchaser and the Supplier. Time for the Supplier's performance of the Services is of the essence.
- 7.2 No delay in the performance of the Services will be accepted by the Purchaser unless agreed by the Purchaser in writing and the Supplier shall have no claim against the Purchaser for any increase in the price or for any damage or loss resulting from such delays.
- 7.3 The Purchaser shall be under no obligation to accept the completion of the Services until the Supplier has complied in all respects with the Agreement and delivered to the Purchaser copies of all necessary plans, completion statements, manuals, and instructions to cover the proper operation and maintenance requirements for the Services and (if agreed in the Order) provided adequate training to the Purchaser's personnel.
- 7.4 If the Supplier fails to perform the Services (or any of them) by the dates specified in the Order, the Purchaser shall, without limiting its other rights or remedies, have one or more of the rights set out at clause 9.2 below.

8. PRICE AND PAYMENT

- 8.1 Subject to clause 8.2, the price for the Goods and Services shall be as stated in **Schedule 1**, and/or the Order and shall, unless otherwise agreed in writing between the parties, be the full and exclusive remuneration of the Supplier to include but not limited to all premium or overtime required to provide the Goods or properly complete the Services within the timescales set out in the Order and without interference to the Purchaser's operations, and every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods or Services.
- 8.2 Prices quoted shall be exclusive of Value Added Tax but shall be deemed to be inclusive of any other form of purchase tax and/or import duties applicable from time to time unless the contrary is expressly stated in the Order.

- 8.3 Value Added Tax at the appropriate rate where chargeable shall only be paid by the Purchaser on receipt of a valid Value Added Tax invoice.
- 8.4 The Supplier may invoice the Purchaser for price of the Goods and/or Services in accordance with **Schedule 1**, or if no such period is specified, on or at any time after the delivery and/or completion of the Goods or Services in accordance with clauses 5.2 and 7.3 above. Invoices submitted to the Purchaser shall include the Supplier's valid reference number (issued by the Purchaser) and the purchase order number set out in the Order, together with any other information reasonably requested by the Purchaser and/or Supplier.
- 8.5 Unless otherwise stated in **Schedule 1**, Halfords shall make payment of correctly rendered invoices on sixty (60) days nett monthly terms. This means that payment shall be due at the end of the second month following the month of the receipt of a correctly rendered invoice; provided always that the period for payment shall not begin to run until the date of delivery of the Goods or completion of the Services.
- 8.6 The Purchaser may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Purchaser (or any other Halfords Group Company) against any liability of the Purchaser to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement.
- 8.7 If a party fails to make any payment due to the other party under the Agreement by the due date for payment, then the non-defaulting party may claim interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time provided that the non-defaulting party notifies the defaulting party of its intention to claim interest within 30 days of the due date. Such interest shall accrue on a daily basis from the due date until the date of 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 that the defaulting party disputes in good faith.

9. REMEDIES

- 9.1 If the Supplier fails to deliver the Goods by the date specified in the Order, or if it is the Purchaser's reasonable opinion that the Goods or any part thereof fail to meet with the terms of clause 4.1, the Purchaser may (whether or not it has accepted the Goods), without limiting its other rights or remedies, at its sole discretion elect to utilise one or more of the following rights:
 - (i) reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - (ii) require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - (iii) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (iv) terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - (v) recover from the Supplier any costs incurred by the Purchaser in obtaining substitute Goods from a third party; and
 - (vi) claim damages for any additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's breach of the Agreement.
- 9.2 If the Supplier fails to perform the Services (or any of them) by the date specified in the Order, or if it is the Purchaser's opinion that the Services or any part thereof fail to meet with the terms of clause 6, the Purchaser may (whether or not it has accepted the Services), without limiting its other rights or remedies, at its sole discretion elect to utilise one or more of the following rights:
 - (i) require the Supplier to re-perform the Services or provide a full refund of the price of the rejected Services;
 - (ii) refuse to accept any further performance of the Services;
 - (iii) recover from the Supplier any costs incurred by the Purchaser in obtaining substitute services from a third party;
 - (iv) terminate the Agreement with immediate effect by giving written notice to the Supplier; and
 - (v) claim damages for any additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's breach of the Agreement
- 9.3 If, in the opinion of the Purchaser, the Supplier will be unable to perform any of its obligations under this Agreement, or has acted

in breach of any of the terms of this Agreement, the Purchaser shall, without limiting its other rights or remedies, have one or more of the following rights:

- (i) terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - (ii) claim damages from the Supplier for any costs, loss or expenses incurred by the Purchaser as a result of such breach of the Agreement; and
 - (iii) recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods and/or services from a third party.
- 9.4 Except where expressly stated otherwise, the Purchaser's total aggregate liability to the Supplier under this Agreement shall not exceed the level of fees the Purchaser has paid to the Supplier in the six months preceding the date on which the most recent claim arose.
- 9.5 In no event shall the Purchaser be liable to the Supplier for any of the following: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; or indirect or consequential loss.
- 9.6 Notwithstanding any provision of this Agreement, the liability of the Parties shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other losses which cannot be excluded or limited by law.

10. WARRANTIES AND INDEMNITIES

- 10.1 The Supplier warrants that: (a) it has full legal and beneficial title to the Goods and passes title to the Purchaser with full title guarantee; (b) it will strictly comply with all applicable laws and regulations; (c) it has all necessary licences and consents to enable it to carry out Services, and the provision of the Goods and Services will not in any way infringe any rights (including but not limited to the Intellectual Property Rights) of any third party; (d) Services will be performed by appropriately qualified and trained personnel; (e) all statements and representations made in respect of the Goods and/or Services prior to the submission of the Order are full and accurate and the Supplier acknowledges the Purchaser's reliance on the same; and (f) where applicable, the Supplier warrants that the Goods have any necessary export or import licences and comply with all relevant governmental regulations.
- 10.2 The Supplier shall indemnify and keep indemnified the Purchaser against any loss, claim, liability or expense incurred by the Purchaser in respect of the following: (i) loss, damage or personal injury (including death) whatsoever wheresoever and whensoever arising, due to the negligent act or omission of the Supplier or its servants, agents or sub-contractors arising from any alleged fault or defect (howsoever arising) in the materials, workmanship or quality of the Goods or Services manufactured by or for or supplied to the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto; (ii) loss or damage to property of the Purchaser or third parties and all claims in respect of personal injury (including death), caused to, or by, any of the employees, servants, agents or sub-contractors of the Supplier while on the Purchaser's premises in performance of this Order; (iii) any breach of any of the warranties set out in clause 10.1; (iv) any breach of Data Protection Legislation; and (v) any claim that the Goods or Services infringe the Intellectual Property Rights of any third party.
- 10.3 If at any time an allegation of infringement of any Intellectual Property Right is made in respect of any Goods or Services or in the Purchaser's reasonable opinion is likely to be made, then the Supplier, if it is able to do so and if the Purchaser shall first have consented (which consent may be given or withheld at the Purchaser's entire discretion), will (at the Suppliers own cost) either: (i) procure for the Purchaser the right to continue to use the Goods or Services for the Purchaser's purposes without infringing any Intellectual Property Rights in any way; or (ii) replace the Goods (or amend the Services) with Goods or Services which do not infringe any Intellectual Property Rights, so long as such replacement or amendment shall be entirely compatible with and of no lesser functionality than the allegedly infringing Goods or Services and shall comply in all material respects with the Agreement, provided that any such procurement or replacement as aforesaid shall not affect any other right or remedy of the

Purchaser arising under the Agreement in respect of the loss or damage it has suffered

11. INSURANCE

- 11.1 The Supplier shall maintain adequate insurance to the full replacement value of the Goods prior to delivery and whilst the risk lies with the Supplier in accordance with clause 5.
- 11.2 The Supplier shall maintain in force product liability insurance for an amount of not less than £5,000,000 per event from delivery until the end of the Guarantee Period.
- 11.3 The Supplier shall maintain in force public liability, employers liability and, where applicable and/or requested by the Purchaser, professional indemnity insurance for an amount of not less than £5,000,000 for any one occurrence at all times during the execution of the Services.
- 11.4 The Supplier shall (if applicable) maintain in force contract works or contractors (all risks) insurance for the full value of the contract works.
- 11.5 The Supplier shall, on the Purchaser's request, produce insurance certificates giving details of cover and the receipt for the current year's premium in respect of each insurance referred to in this clause 11.

12. INTELLECTUAL PROPERTY

- 12.1 In respect of the Goods and any goods that are transferred to the Purchaser as part of the Services under the Agreement, 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 the Purchaser, it will have full and unrestricted rights to sell and transfer all such items to the Purchaser.
- 12.2 The Supplier assigns to the Purchaser, with full title guarantee and free from all third party rights, all Intellectual Property Rights in: (i) the products of the Services; (ii) in the Goods where the Goods are manufactured or supplied to the Purchaser's designs or specification or where the Purchaser has paid or is to pay the Supplier for design or research or development work, ownership of such works, designs, data, inventions and improvements; and (iii) any Deliverables.
- 12.3 The Supplier shall obtain waivers of all moral rights in the products of the Services and the Goods referred to in clause 12.2(ii) above to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 12.4 The Supplier shall, promptly at the Purchaser's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Purchaser may from time to time require for the purpose of securing for the Purchaser the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to the Purchaser in accordance with clause 12.2.
- 12.5 The Supplier shall not, without the Purchaser's prior written consent, use the Purchaser's trade marks or trade names or any derivative.

13. CONFIDENTIALITY

- 13.1 A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature (which shall include the terms of the Agreement) and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the receiving party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Agreement. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. The Receiving Party shall return the Disclosing Party's confidential information immediately upon request.
- 13.2 The Supplier shall not advertise, announce, or otherwise publicise in any form or co-operate or allow to be advertised, announced or otherwise publicised that Goods or Services are to be or have been supplied by it to the Purchaser or otherwise use the

Purchaser's name or any other form of identity without the Purchaser's prior written consent.

13.3 This clause 13 shall survive termination of the Agreement.

14. DATA PROTECTION

The Supplier shall comply with all Data Protection Laws in connection with the processing of Personal Data, the Services and the exercise and performance of its rights and obligations under this Agreement. In particular, the Supplier agrees to comply with the data processing provisions set out at **Schedule 2**.

15. FORCE MAJEURE

Neither party shall be in breach of the Agreement nor liable to the other party for any 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 30 days or more, the party not affected may terminate this agreement immediately by giving notice.

16. POLICIES

16.1 Each party shall, and shall procure that its subcontractors, subsidiaries, directors, officers or (to the best of its knowledge or belief having made due and careful enquiry) agents and employees shall:

- (i) comply with all anti-bribery and corruption legislation in force from time to time (including but not limited to the Bribery Act 2010) and shall on the request of the other party provide a copy of its anti-bribery and corruption policy;
- (ii) not engage in any transaction, trade or business, whether for its own benefit or for the benefit of another person, which is in direct or indirect breach of any economic sanctions laws or regulations or in a country or territory that is, or whose government is, the subject of sanctions;
- (iii) comply with all modern slavery and human trafficking legislation in force from time to time (including but not limited to the Modern Slavery Act 2015) and shall act in accordance with the Purchaser's Global Sourcing Code which is available upon request; and
- (iv) comply with the Criminal Finances Act 2017.

16.2 Each party shall inform the other party immediately if it becomes aware of a, and/or or has acted in, breach of this clause.

17. TERMINATION

17.1 Without limiting its other rights or remedies, the Purchaser may terminate the Agreement at any time by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Agreement. The Purchaser shall pay the Supplier fair and reasonable compensation for any work in progress at the time of termination which is subsequently accepted by the Purchaser, but such compensation shall not include loss of anticipated profits, loss of contracts, loss of business, loss of revenue or any consequential loss.

17.2 Either party may terminate the Agreement immediately if:

- (i) there is a breach by the other which is not remedied within 14 days of being given notice to do so to the satisfaction of the other; or
- (ii) if the other is repeatedly in breach and having been given notice that any further breach might result in termination, is in breach again; or
- (iii) if an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the other, or if a receiver or trustee in bankruptcy is appointed, or a voluntary arrangement is proposed or approved or an administration order is made; or
- (iv) a receiver or administrative receiver is appointed of any of the other's assets or undertaking or a winding up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or if the other takes or so offers any similar or analogous action on account of debt.

18. TUPE

18.1 It is not the intention of the Purchaser or the Supplier ("the Parties") that the termination of the Services (in whole or in part) under this

Agreement will constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended, extended or re-enacted from time to time ("Employment Regulations") and accordingly will not operate to transfer any personnel, employees, workers, contractors (including sub-contractors) or suppliers of the Supplier ("Personnel") to the Purchaser or any Successor Supplier. ("Successor Supplier" shall mean a supplier of the Purchaser which supplies services following the termination of this Agreement (in whole or in part) which are the same as or substantially similar to (as provided for by the Regulations) the Goods Related Services).

18.2 If, notwithstanding the above, the Employment Regulations are deemed to apply to the termination of the Services (in whole or in part) under this Agreement, the Supplier agrees to fully indemnify and hold the Purchaser or any Successor Supplier harmless against all demands (including legal and other professional fees and expenses) which the Purchaser or any Successor Supplier may suffer, sustain, incur, pay or be put to arising from or in connection with:

- (i) the employment of the Personnel or the termination of their employment by the Supplier;
- (ii) any failure by the Supplier to comply with its legal obligations in respect of any of the Personnel;
- (iii) the transfer, by virtue of the Employment Regulations, of the employment of the Personnel to the Purchaser or any Successor Supplier and/or the termination of such employment by the Purchaser or any Successor Supplier;
- (iv) any act or omission before the termination of the Services under this Agreement which, by virtue of the Employment Regulations, is deemed to be an act or omission of the Purchaser or any Successor Supplier; or
- (v) any failure to comply with the obligations under regulations 13 and 14 of the Employment Regulations.

18.3 Without prejudice to the other provisions of this clause, the Supplier shall, at its own expense, give the Purchaser or any Successor Supplier such assistance as they may reasonably require to contest any demand by the Personnel or their representatives resulting from or in connection with their employment and/or its termination relating to this Agreement.

18.4 If, notwithstanding the above, the Employment Regulations are deemed to apply to the termination of the Services (in whole or in part) under this Agreement, such that the employment of any Personnel is found or alleged to have transferred to the Purchaser or any Successor Supplier by virtue of the Employment Regulations (the "Transferring Personnel"), within fourteen days of the Purchaser or any Successor Supplier discovering that the employment of such Personnel has transferred, the Purchaser or any Successor Supplier may, at its total discretion, choose to give the Supplier notice of the transfer of the Transferring Personnel, whereupon within fourteen days:

- (i) the Purchaser or any Successor Supplier will give notice to terminate the employment of the Transferring Personnel;
- (ii) the Supplier will offer employment to the Transferring Personnel on terms and conditions identical to those which the Transferring Personnel previously enjoyed in their employment with the Supplier, such employment to commence immediately after the termination of the Transferring Personnel's employment with the Purchaser or any Successor Supplier; and
- (iii) the Supplier will fully indemnify the Purchaser or any Successor Supplier for all or any direct or indirect actions, proceedings, claims, demands, costs, expenses (including legal expenses), damages, liabilities and penalties whatsoever in relation to those Personnel from the date of transfer to the date of termination of employment with the Purchaser or any Successor Supplier and against any claim, demand, proceeding or litigation arising out of such termination of employment with the Purchaser or any Successor Supplier.

18.5 In the event that the Purchaser or any Successor Supplier, at its total discretion, does not serve notice pursuant to clause 18.4 above, the Supplier will, on production of a written schedule, fully indemnify and reimburse the Purchaser or any Successor Supplier for all redundancy costs, both statutory and contractual, whether oral, in writing or in existence by custom and practice, and all or any direct or indirect actions, proceedings, claims, demands, costs, expenses (including legal expenses), damages, liabilities and penalties whatsoever incurred by the Purchaser or any Successor Supplier in the course of making any or all of the

Transferring Personnel redundant where the notice of termination of employment is served on such Transferring Personnel within six months of the termination of the Services under this Agreement.

19. WAIVER

A waiver of any of either party's rights or remedies under the Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement 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 by one party shall prevent or restrict the further exercise of that or any other right or remedy.

20. ASSIGNMENT

Neither party shall assign or subcontract any of its rights or obligations under this Agreement except that the Purchaser may assign any of its rights and obligations under the Agreement to another Halfords Group Company.

21. THIRD PARTY RIGHTS

Any Halfords Group Company may in its own right enforce the provisions of the Agreements in accordance with the Contracts (Rights of Third Parties) Act 1999 which shall apply to the Agreement save that the parties may vary or rescind the Agreement without the consent of such Halfords Group Companies. Save as aforesaid a person who is not a party to the Agreement has no rights to enforce its terms.

22. SEVERANCE

If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

23. LAW AND JURISDICTION

The Agreement shall be governed and construed and interpreted in accordance with English law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute (including non-contractual disputes or claims) arising out of or in connection herewith.

Signed for and on behalf of the Purchaser

Name:

Position:

Date:

Signed for and on behalf of the Supplier:

Name:

Position:

Date:

Schedule 1 - Contract Details

Supplier Company Name	
Supplier Registered Office	
Supplier Company Number	
Commencement Date	
Term	
Description of Goods and/or Services Being Provided	
Fees	
Service Levels	
Dates for Services / Agreed Timescales for Delivery	
Special Terms	

Schedule 2 - Data Processing Addendum

In **ALL** cases the Supplier **MUST EITHER**: Tick the box below OR complete the Data Processing form below.

By ticking this box, the Supplier warrants and certifies that it will not process any Personal Data in providing the Goods and or Services provided under this Agreement and accordingly, the Data Processing Addendum below does not need to be completed. The Supplier agrees that this self-certification does not exclude the Supplier from adhering to the conditions set out in this Schedule 2 or the other terms and conditions in this Agreement

1. DATA PROCESSING DETAILS

Categories of Data Subjects (i.e. customer, colleague or both)	
Type of Personal Data processed (i.e. personal, special categories data or other)	
Purpose of Personal Data processing	
Data retention period	
Brief summary of the technical, organisational and physical security controls in place	
Are all personnel who have access to the Personal Data subject to confidentiality undertakings?	
Has a Data Protection Impact Assessment been conducted in respect of the system processing the Personal Data?	
Name and contact details of your Data Protection Officer (or the person responsible for Data Protection compliance)	
Please provide details of any sub-processors acting on your behalf to include full company name, registered number and address, and details of the sub-processing arrangements	
Location of all data processing centres used by you and/or your sub-processors	
(If applicable) Details of any third-party data sources	

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 Defined terms used in this Data Processing Addendum, including but not limited to “**Data Controller**”, “**Data Processor**”, “**Data Subjects**”, “**Personal Data**” and “**special category data**”, will have the same meaning as those terms in Data Protection Laws.
- 2.2 The purposes of the data processing which is to be enabled by this Agreement, which includes this Data Protection Addendum, are described in clause 1.

3. MUTUAL OBLIGATIONS

- 3.1 Each party will be solely and individually responsible for meeting its own legal obligations under Data Protection Laws.
- 3.2 In fulfilling the provisions of this Agreement, neither party will act in any way that would, or may, cause the other party to breach any of its direct obligations under Data Protection Laws.
- 3.3 For the purposes of the data processing that is to be enabled by this Agreement, the Purchaser will be Data Controller (“**Data Controller**”) and the Supplier will be Data Processor (“**Data Processor**”).
- 3.4 The Data Processor warrants and represents to the Data Controller that the processing it will undertake on behalf of the Data Controller will be strictly limited to the extent set out in this Agreement. The Data Processor will not undertake any further processing without the prior written consent of the Data Controller, to include, but not limited to, an updated version of this Agreement.
- 3.5 Specifically, the Data Processor will not transfer the Personal Data to any country outside the United Kingdom or to any international organisation without the Data Controller’s prior written consent.
- 3.6 Without prejudice to clauses 3.4 and 3.5, the Data Controller recognises that there may be occasions where the Data Processor is required to process the Personal Data in order to comply with Applicable Laws. In these circumstances, the Data Processor is permitted to process the Personal Data for this purpose, but will (to the extent that it is legally permitted to do so) notify the Data Controller of such processing as soon as possible and no later than within 72 hours.
- 3.7 Nothing within this Agreement shall relieve the Data Processor of its obligations under Data Protection Laws including its obligations to:
- 3.7.1 co-operate with all relevant Supervisory Authorities (such as the Information Commissioner’s Office);
 - 3.7.2 employ a Data Protection Officer (if required to do so); and
 - 3.7.3 appoint (in writing) a representative within the EU in order to ensure compliance with applicable Data Protection Laws (if required to do so).

4. SUB-PROCESSORS

- 4.1 In fulfilling this Agreement, the Data Processor will ensure that the Data Controller’s Personal Data is not transferred to any other organisation or sub-processor, or that the Personal Data is able to be accessed by any other organisation or sub-processor, without first securing the Data Controller’s explicit consent.
- 4.2 All third-party organisations and/or sub-processors identified by the Data Processor prior to the commencement of this Agreement as being critical to the processing and therefore the fulfilment of this Agreement, are described in clause 1, and it is an assumption of this Agreement, that these are approved by the Data Controller.
- 4.3 Without prejudice to clause 4.2, where the Data Processor subcontracts any of its obligations under this Agreement, with the consent of the Data Controller, it will do so only by way of a written contractual agreement with the sub-processor. Such contractual agreement must impose upon each sub-processor, the same obligations as are imposed upon the Data Processor by this Agreement.
- 4.4 Where a sub-processor appointed by the Data Processor fails to fulfil its obligations under Data Protection Laws or this Agreement, the Data Processor will remain fully liable to the Data Controller.

5. SECURITY CONTROLS

- 5.1 Taking into account the nature, scope, context and purposes of processing the Personal Data, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor will be responsible for ensuring, at its own cost and expense, that appropriate technical and organisational measures in relation to the processing of the Personal Data are implemented and maintained:
- 5.1.1 such that the processing will meet the requirements of Data Protection Laws and ensure the optimum protection of Data Subjects’ rights;
 - 5.1.2 so as to ensure that by default, only that Personal Data which is necessary for each given and specific purpose is processed, whereby such obligation is applied to the amount of Personal Data collected, the extent of the processing, the period of the Personal Data’s storage and its accessibility; and
 - 5.1.3 so as to ensure a level of security appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data whether transmitted, stored or otherwise processed. This includes:

- i. maintaining adequate technological, organisational and physical controls in respect of any environment in which the Personal Data is stored;
- ii. ensuring that the Personal Data is suitably encrypted both at rest and in transit; and
- iii. taking any other measures as are reasonably necessary in order to prevent any use or disclosure of the Personal Data other than as allowed under the provisions of this Agreement.

5.2 Without prejudice to clause 5.1, the Data Processor will, in respect of the Personal Data processed by it under the provisions of this Agreement, comply with the requirements regarding security of processing set out in Data Protection Laws (as applicable to Data Processors), in addition to all relevant Data Controller policies and this Agreement.

5.3 The Data Processor will, at its own cost and expense, provide such information, co-operation and other assistance as the Data Controller reasonably requires (taking into account the nature of processing and the information available) to ensure the Data Controller's compliance with its obligations under Data Protection Laws, including with respect to:

- i. security of processing;
- ii. completion of data protection impact assessments; and
- iii. prior consultation with a Supervisory Authority regarding high risk processing.

6. PERSONNEL

6.1 The Data Processor will ensure that:

- 6.1.1 all personnel processing Personal Data are subject to a binding written contractual obligation with the Data Processor to keep the Personal Data confidential;
- 6.1.2 access to the Personal Data will be restricted only to those personnel who require it for the purposes of fulfilling the obligations of this Agreement; and
- 6.1.3 any personnel processing Personal Data are suitably skilled and experienced, and have received adequate training on compliance with Data Protection Laws applicable to the processing.

7. DATA SUBJECTS' RIGHTS

7.1 The Data Processor will at no cost to the Data Controller:

- 7.1.1 immediately record and refer all Data Subject requests (which refers to any request made by a Data Subject to exercise their rights and freedoms pursuant to applicable Data Protection Laws) it receives to the Data Controller within two (2) business days of receipt;
- 7.1.2 provide such information and cooperation and take such action as the Data Controller reasonably requests in relation to a Data Subject request, within the timescales reasonably required by the Data Controller; and
- 7.1.3 not respond to any Data Subject request without the Data Controller's prior written approval.

8. BREACH NOTIFICATION

8.1 In the event of a breach of Personal Data as defined within Data Protection Laws (and such breach will therefore specifically include any event which has led to, or which could cause, the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data for which Halfords is Data Controller), the Data Processor will:

- 8.1.1 notify the Data Controller without undue delay (but in no event, no later than six (6) hours after becoming aware of the breach); and
- 8.1.2 provide the Data Controller without undue delay (but in no event, no later than twenty-four (24) hours after becoming aware of the breach) with such details as are reasonably required regarding:
 - i. the nature of the breach, including the categories and approximate numbers of Data Subjects and data records concerned;
 - ii. any investigations into such breach;
 - iii. the likely consequences of the breach; and
 - iv. any measures taken, or that the Data Processor recommends, to address the breach, including to mitigate its possible adverse effects, provided that, (without prejudice to the above obligations) if the Data Processor cannot provide all these details within such timeframes, it shall (before the end of this timeframe) provide the Data Controller with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give the Data Controller regular updates on these matters.

9. DELETION OR RETURN OF DATA

9.1 The Data Processor will without delay, at the Data Controller's written request, either delete or securely return all the Personal Data to the Data Controller in such form as the Data Controller reasonably requests after the earlier of:

- i. the end of the provision of the relevant Services related to processing; or
- ii. once processing by the Data Processor of any Personal Data is no longer required for the purpose of the Data Processor's performance of its relevant obligations under this Agreement.

9.2 Where the Personal Data is to be destroyed, the Data Processor will securely delete all existing copies unless storage of any Personal Data is required by applicable law and, if so, the Data Processor will inform the Data Controller of any such requirement.

10. AUDIT AND RECORDS

10.1 The Data Processor will maintain complete, accurate and up-to-date written records of all categories of processing activities carried out on behalf of the Data Controller, containing such information as the Data Controller may reasonably require, including:

- 10.1.1 the categories of processing carried out on behalf of the Data Controller;
- 10.1.2 where applicable, details of transfers of Personal Data to an international recipient; and
- 10.1.3 a comprehensive description of the technical, physical and organisational security measures referred to clause 1.

10.2 The Data Processor will make available to the Data Controller on request and in a timely manner (and in any event within two (2) business days):

- 10.2.1 copies of the records under clause 10.1; and
- 10.2.2 such other information as the Data Controller reasonably requires in order to demonstrate the Data Processor's compliance with its obligations under Data Protection Laws and this Agreement.

10.3 The Data Processor will at no cost to the Data Controller:

- 10.3.1 allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller, for the purpose of demonstrating compliance by the Data Processor with its obligations under Data Protection Laws and this Agreement;
- 10.3.2 allow for and contribute to Privacy and/or Data Privacy Impact Assessments; and
- 10.3.3 provide (and procure) reasonable access for the Data Controller or such other auditor (where practicable, during normal business hours) to:
 - i. the facilities, equipment, premises and sites on which Personal Data and/or the records referred to in clause 10.1 are held, and to any other equipment or facilities used in the provision of the Services (in each case whether or not owned or controlled by the Data Processor); and
 - ii. the Data Processor personnel, provided that the Data Controller gives the Data Processor reasonable prior notice of such pending audit and/or inspection.

10.4 If any audit or inspection reveals a material non-compliance by the Data Processor with its obligations under Data Protection Laws or this Agreement, the Data Processor will pay the reasonable costs of the Data Controller or its mandated auditors, of the audit or inspection.

10.5 The Data Processor will promptly resolve, at its own cost and expense, all data protection and security issues that are discovered by the Data Controller and reported to the Data Processor and that reveal a breach or potential breach by the Data Processor of its obligations under Data Protection Laws or this Agreement.

10.6 If the Data Processor is in breach of its obligations under Data Protection Laws or this Agreement, the Data Controller reserves the right to suspend the Services until the breach is remedied.

10.7 During the term of this Agreement and for a period of one (1) year after the Agreement's termination, upon reasonable prior written notice, the Data Processor will allow the Data Controller or any appointed representative thereof to examine, inspect, audit and/or review all processes, records, databases and other source documents relating to its use of the Data Controller's Personal Data.

11. INDEMNITY

11.1 The Data Processor will indemnify the Data Controller, and keep the Data Controller indemnified against all and any losses, claims, liabilities, expenses or penalties incurred by, awarded against or agreed to be paid by the Data Controller arising from any breach of the Data Processor's obligations under this Agreement, except and to the extent that such liabilities have resulted directly from the Data Controller's written instructions.

11.2 Further to clause 11.1, both parties agree that money damages would not be a sufficient remedy if the Data Processor (or any authorised sub-processor appointed by the Data Processor, for which the Data Processor is responsible) is in breach, and the Data Controller will be entitled to seek any other appropriate legal remedy or relief to prevent any breach, or anticipated breach, by the Data Processor. This right shall be in addition to the Data Controller's other rights in law or in equity.

END OF DOCUMENT