

GF FIRE SOLUTIONS LIMITED - TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES – 2019

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 6 (Charges and payment).

Commencement Date: has the meaning given in clause 3.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.5.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Controller: has the meaning given in applicable Data Protection Laws from time to time.

Customer: the person or firm who purchases Services from the Supplier.

Customer Default: has the meaning set out in clause 5.2.

Data Subject: Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 2018.

Data Protection Laws means, as binding on either party or the Services:

(a) the GDPR;

(b) the Data Protection Act 2018;

(c) any laws which implement any such laws; and

(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Deliverables: The Fire Risk Assessment report including any advice stipulations suggestions or recommendations whether provided in writing or otherwise.

GDPR: means the General Data Protection Regulation, Regulation (EU) 2016/679;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill 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 trade secrets), 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: The Customer's order for Services as set out in the Customer's written acceptance of a quotation by the Supplier.

Personal Data: has the meaning given in the applicable Data Protection Laws from time to time

Personal Data Breach: has the meaning given in the applicable Data Protection Laws from time to time.

Processing: has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly);

Processor: has the meaning given to it in applicable Data Protection Laws from time to time.

Protected Data: means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Supplier to the Customer.

Sub-processor: means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;

Supplier: GF Fire Solutions Limited registered in England and Wales with company number 08439376.

Supplier Materials: has the meaning set out in clause 5.1(h).

2. Interpretation:

2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

2.2 **Any words following the terms** including, include, in particular, for example **or any similar expression, shall be construed as illustrative and shall not limit the sense of the words**, description, definition, phrase or term preceding those terms.

2.3 A reference to writing or written includes email but not fax.

3. Basis of contract

3.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

3.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

3.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

4. Supply of Services

4.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

4.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the valid quote, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4.4 The Supplier agrees to perform the Services in such a way as to ensure compliance with the Regulatory Reform (Fire Safety) Order 2005 and any subsequent amendment or replacement legislation, current British Standards, the relevant Manufacturers Instructions and industry best practice. The Supplier agrees to provide the Services through suitable staff either by means of professional qualification and/or relevant industry experience who are competent in the activities which they perform, and in any event in accordance with legal requirements for such staff.

4.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

5. Customer's obligations

5.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete, up-to-date, and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and all other areas to ensure that the Services supplied are suitable and sufficient, as reasonably required by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete, up-to-date and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (i) comply with any additional obligations as set out in the Specification; and

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each

case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay performing any of its obligations as set out in this clause 5.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5.3 For the purposes of a Fire Risk Assessment it is the Customer's responsibility to provide full and correct information to the Supplier relating to the premises in question, the activities conducted there, and the people who access the premises on a regular basis. Any withheld information or information not provided to the Supplier whatsoever shall deem the Fire Risk Assessment not suitable or sufficient, and void for the purposes for which the Customer requires it.

6. Charges and payment

6.1 The Charges for the Services shall be calculated on a time and materials basis:

- (a) the Charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in the Order;
- (b) the Supplier's daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- (c) the Supplier shall be entitled to charge an overtime rate of £70.00 plus VAT per hour on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 6.1(b);
- (d) where a Fire Risk Assessment is requested, and the Supplier subsequently discovers that the previous Fire Risk Assessment carried out was more than 12 months prior, the Supplier shall be entitled to inspect the premises and charge for such inspection and review in addition to the quote provided to the Customer; and
- (e) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

6.2 The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index or Average Earnings Index.

6.3 Unless expressly stated otherwise by the Supplier, the price in the Order includes only Deliverables, but excludes any cost for replacement parts, equipment spares, or repairs needed to the Customer's equipment. Separate prices apply to emergency callouts.

6.4 The Supplier shall invoice the Customer on completion of the Services.

6.5 The Customer shall pay each invoice submitted by the Supplier:

- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

6.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%, and the Customer shall pay the Supplier's reasonable legal costs associated with recovering any overdue sums and interest thereon.

6.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

7.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

8. Data protection and data processing

8.1 Both parties will comply with all applicable requirements of the Data Protection Laws. This Clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.

8.2 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

8.3 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

8.4 The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and

other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 8.

8.5 The Supplier shall:

(a) only process the Protected Data in accordance with the Schedule and the Contract (including when making any transfer to which 8.9 relates), except to the extent:

- (i) that alternative processing instructions are agreed between the parties in writing; or
- (ii) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

(b) without prejudice to clause 8.1, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing. Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain the technical and organisational measures set out in Part C of the Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access

8.6

8.7 The Supplier shall:

(a) not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;

(b) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 16 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;

(c) remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and

(d) ensure that all natural persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

8.8 The Supplier shall (at the Customer's cost):

- (a) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and
- (b) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the

- Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 8.9 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Customer.
- 8.10 The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 16 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to the Customer giving the Supplier at least two months' prior written notice and subject to a maximum of one audit request in any 12 month period under this clause 8.10).
- 8.11 The Supplier shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 8.12 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 8 shall survive termination or expiry of the Contract.
- 9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 9.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 9.2 Subject to clause 9.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 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
 - any indirect or consequential loss.
- 9.3 Subject to clause 9.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £100,000.00 (One Hundred Thousand Pounds).
- 9.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.5 This clause 9 shall survive termination of the Contract.
- 10. Termination**
- 10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 7 Business Days notice.
- 10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of that party being notified in writing to do so;
 - the other party 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;
 - the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- the Customer fails to pay any amount due under the Contract on the due date for payment;
 - the Customer provides inaccurate and incorrect information; or
 - there is a change of control of the Customer.
- 10.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 10.2(b) to clause 10.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 10.5 If during or after providing the Services the Supplier is made aware or has grounds to suspect that the Customer has provided out of date or inaccurate information or refuses to provide documentation or information requested by the Supplier, the Supplier shall be entitled to terminate the Contract with immediate effect by giving written notice to the Customer. In addition, the Supplier will be entitled to rescind or withdraw the Deliverables with immediate effect and without liability to the Customer in respect of:
- loss of profits;
 - loss of sales or business;

- (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; or
 - (g) any indirect or consequential loss.
- 10.6 If the Customer wishes to cancel any part of the Services prior to commencement of the Services being provided, the Customer shall be liable to pay a cancellation fee. The amount of the cancellation fee shall be calculated as follows:
- (a) where the Customer cancels the Services in question by Notice in writing not less than 7 days before the scheduled date for services to be commenced, or if no such date has yet been scheduled, the cancellation fee shall be the Price for the Services in question less 30%.
 - (b) where the Customer cancels the Services in question by Notice in writing less than 7 days before the scheduled date for the services to be commenced, then the cancellation fee shall be the full Price for the Services in question.
- 11. Consequences of termination**
- 11.1 On termination of the Contract:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
 - (c) Any goods supplied to the Customer by the Supplier (including report, manuals and materials) shall remain the property of the Supplier until full payment of all invoices relating to the supply of the goods in question. The Customer authorises the Supplier to have access to the premises to repossess any equipment and parts without further notice, unless title to such goods has passed to the customer.
- 11.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 12. General**
- 12.1 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 the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.2 Assignment and other dealings.**
- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 12.3 Confidentiality.**
- (a) Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).
 - (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 12.4 Entire agreement.**
- (a) 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.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.
 - (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 12.5 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.6 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.7 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.

12.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.
- (b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 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.

12.11 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.

Schedule
Data processing details

Processing of the Protected Data by the Supplier under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this schedule.

1 Subject-matter of processing:

The provision of Services by the Supplier to the Customer

2 Duration of the processing:

For the term of the agreement plus the period from expiry until deletion of all data by the Supplier

3 Nature and purpose of the processing:

Nature: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

Purpose: The supplier will process the personal data for the purposes of providing the Services

4 Type of Personal Data:

Name, address, email address, telephone number

5 Categories of Data Subjects:

1. Any person who contacts G. F. Fire Solutions requesting a fire risk assessment or advice on a fire safety related matter e.g. employees or owners of a particular company or business, estate agents, property management companies, owners of residential properties (HMOs or flats), solicitors, 3rd party suppliers etc.
2. Contact details may be provided to G. F. Fire Solutions by the person requesting a fire risk assessment for other persons who will permit G. F. Fire Solutions access to the premises in order to carry out the requested fire risk assessment e.g. tenants in a residential building, employees of a company, maintenance managers, estate managers, caretakers etc.

Part B

Technical and organisational security measures

- 1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

