

Purchase Order Terms & Conditions

BETWEEN

Butlins Skyline Limited, a company incorporated in England and Wales (company number 04011665), and whose registered office is at First Floor, Breakspear Place, Breakspear Park, Breakspear Way, Hemel Hempstead, Hertfordshire, HP2 4TZ (“**Customer**”) and the supplier of the goods and/or services provided under this Purchase Order (“**Supplier**”) (each a “**Party**” and together “**Parties**”)

DEFINITIONS

“ Business Day ”	means a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.
“ Commencement Date ”	means the date upon which Supplier accepts a Purchase Order from Customer.
“ Conditions ”	means these standard terms and conditions, as amended from time to time in accordance with clause 20.3.
“ Contract ”	means the contract between Customer and Supplier for the supply of Goods and/or Services in accordance with the Supplier Application Form, these Conditions, and the Purchase Order(s).
“ Customer Materials ”	has the meaning given in clause 5.3.6.
“ Data Protection Legislation ”	means: (a) the retained EU law version of the General Data Protection Regulation (“ UK GDPR ”); (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; (d) any European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and (e) any amendment or replacement of such legislation.
“ Deliverables ”	means all documents, products and materials developed by Supplier or its agents, contractors, and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications, and reports (including drafts).
“ Ethical Sourcing Policy ”	means Customer’s ethical sourcing policy set out in Customer’s Supplier Application Form.
“ Goods ”	means all goods supplied or provided under this Contract as detailed in Customer’s Purchase Order(s) and the Goods Specification.
“ Goods Specification ”	means any specification for the Goods, including any warranties, related plans, drawings and/or labels, that is agreed in writing by Customer and Supplier.
“ Intellectual Property Rights ”	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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.
“ Laws ”	has the meaning given in clause 19.5.1.
“ New Supplier ”	means another party chosen by Customer to take over the provision of all or part of the Services.
“ Personal Data ”	means any information relating to an identified or identifiable natural person.
“ Price List ”	means the agreed costs to be charged by Supplier under the terms of this Contract, as detailed in Supplier’s quotation(s) or in the Customer Purchase Order(s).
“ Protected Data ”	has the meaning given in clause 13.2.
“ Purchase Order(s) ”	means Customer’s standard purchase order placed with Supplier for the supply of Goods and/or Services.
“ Returning Employees ”	means those persons listed in a schedule to be agreed by the Parties prior to the Subsequent Transfer Date who it is agreed were employed by Supplier wholly and/or mainly in the Services immediately before the Subsequent Transfer Date.
“ Services ”	means all services, including any Deliverables, supplied, or provided under this Contract as detailed in Customer’s Purchase Order(s) and the Service Specification.
“ Service Specification ”	means the description or specification for Services agreed in writing between Customer and Supplier.
“ Site ”	means the location advised by Customer where the Goods and/or Services will ultimately be delivered and, if relevant, installed.
“ Subsequent Transfer Date ”	means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between Supplier and Customer and/or a New Supplier (as the case may be).
“ Supplier Application Form ”	means the document comprising Customer’s covering letter, supplier application form, Conditions, and Ethical Sourcing Policy, completed and signed by Supplier.
“ Works ”	means the works which Customer will execute at the Site and into which the Goods and/or Services will be incorporated.

1. INTERPRETATION

1.1. In this Contract, unless otherwise specified:

- (A) references to clauses, sub clauses and schedules are to clauses, sub clauses and schedules to this Contract;
- (B) references to a “**company**” shall be construed to include any corporation or other body corporate, wherever and however incorporated or established;
- (C) references to “**person**” shall be construed to include any natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (D) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted, and includes all subordinate legislation made under that statute or statutory provision;
- (E) any reference to a “**day**” (including within the phrase “**Business Day**”) shall mean a period of 24 hours running from midnight to midnight, and references to times are to London time;
- (F) any reference to “**writing**” or “**written**” includes email but not fax;
- (G) all headings and titles are inserted for convenience only and they are to be ignored in the interpretation of this Contract.

2. BASIS OF CONTRACT

2.1. This Contract shall come into existence on the Commencement Date.

2.2. A Purchase Order placed in connection with this Contract constitutes an offer by Customer to purchase Goods and/or Services from Supplier in accordance with these Conditions. A Purchase Order shall be deemed to be accepted on the earlier of:

2.2.1. Supplier issuing written acceptance of the Purchase Order; or

2.2.2. any act by Supplier consistent with fulfilling the Purchase Order.

2.3. These Conditions shall apply to the exclusion of any other terms which may be contained or referred to in a delivery note, order acknowledgement, quotation or other document issued by Supplier while supplying Goods and/or Services to be provided under this Contract. Supplier waives any right which it might otherwise have to rely on any other such terms and conditions.

2.4. All these Conditions shall apply to the supply of both Goods and Services by Supplier except where the application to one or the other is specified.

2.5. Unless otherwise agreed in writing by Customer, the Purchase Order shall not imply any commitment by Customer to contract exclusively with Supplier.

2.6. Supplier hereby warrants and represents that it has all necessary authority, power, and capacity to enter the Contract and that all necessary actions have been taken to enter it properly and lawfully.

3. SUPPLY OF GOODS

3.1. Supplier hereby represents and warrants that:

3.1.1. the Goods shall correspond with their description and any applicable Goods Specification;

3.1.2. the Goods shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Supplier or made known to Supplier by Customer, expressly or by implication, and in this respect, Customer relies on Supplier’s skill and judgement;

3.1.3. the Goods shall comply with all applicable statutory and regulatory requirements and all codes of conduct relating to the Goods and/or Services, including all relevant British standards (or equivalent agreed in writing by Customer);

3.1.4. where the Goods are manufactured products, they shall be free from defects in design, materials and workmanship and remain so for twelve (12) months from the time that Customer has achieved practical completion of the Contract and has fully tested and/or commissioned the system into which the part has been incorporated (if applicable);

3.1.5. it is the absolute owner of the Goods and that the Goods are not subject to any assignment, mortgage, charge (whether fixed or floating), encumbrance, lien or any factoring, invoice discounting, hire purchase, leasing, hire, conditional sale, or credit sale agreement; and

3.1.6. it shall use best endeavours to assign to Customer the full benefit of any manufacturer’s warranty, or any other guarantee which may apply to any Goods supplied.

3.2. Customer may inspect and test the Goods at any time before delivery. 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 Supplier’s obligations under the Contract.

3.3. If, following such inspection or testing, Customer considers that the Goods do not comply or are unlikely to comply with this Contract, Customer shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.4. Customer may conduct further inspections and tests after Supplier has carried out its remedial actions.

3.5. Supplier will ensure that all parts and tools associated with the Goods supplied to Customer will be available from Supplier for a period of at least five (5) years after purchase to enable the successful provision of maintenance of those Goods by Customer.

3.6. If the Goods are food and/or beverage products, it is a condition of supply that Supplier provides details (including a full specification, label, and allergen disclosure (using Customer’s allergen declaration template)) for the Goods Specification and such Goods Specification is reviewed and approved in advance by Customer. Supplier shall not amend the agreed Goods Specification without giving Customer at least six (6) weeks’ prior written notice and such notice

must include a full breakdown of the proposed change, including the new label and specification. Supplier warrants that it will not supply any substitute or alternative Goods without prior agreement (in writing) from Customer.

4. DELIVERY OF GOODS

- 4.1. Supplier shall ensure that:
- 4.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type, and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3. it states clearly on the delivery note any requirement for Customer to return any packaging material for the Goods to Supplier. Any such packaging material shall only be returned to Supplier at the cost of Supplier.
- 4.2. Supplier shall deliver the Goods to the Site, or to such other place as is agreed between the Parties at the time and date stipulated by Customer, and it is hereby agreed that time of delivery shall be of the essence.
- 4.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Site.
- 4.4. Supplier shall not deliver the Goods in instalments without Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Customer to the remedies set out in clause 8.1.
- 4.5. If Supplier delivers more or less than the quantity of Goods ordered, Customer may reject the Goods or the excess Goods, and any rejected Goods shall be returnable at Supplier's risk and expense. If Supplier delivers more or less than the quantity of Goods ordered, and Customer accepts the delivery, Supplier shall make a pro-rata adjustment to the invoice for the Goods.
- 4.6. If delivery is delayed or Supplier fails to deliver then Supplier shall pay to Customer a sum calculated at a rate of one per cent (1%) of the price of the Goods accruing on a daily basis from the due date of delivery (as may be extended) specified in the Purchase Order until the actual date of delivery up to a maximum of ten per cent (10%) of the price of the Goods set out in the Purchase Order. Such sums shall be paid by way of liquidated and ascertained damages by Supplier to Customer and such sums are accepted by the Parties as being a genuine pre-estimate of the net losses likely to have been suffered by Customer in such event. Customer reserves the right to vary and/or amend the level and method of calculation of such liquidated and ascertained damages, any such variation and/or modification to be specified in the Purchase Order.

5. SUPPLY OF SERVICES

- 5.1. Supplier shall from the date and for the duration set out in each Purchase Order supply the Services to Customer in accordance with the terms of the Contract.
- 5.2. Supplier shall meet any performance dates for the Services that Customer notifies to Supplier and time is of the essence in relation to such performance dates.
- 5.3. In providing the Services, Supplier represents and warrants that it shall:
- 5.3.1. cooperate with Customer in all matters relating to the Services, and comply with all instructions of Customer;
 - 5.3.2. perform the Services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade;
 - 5.3.3. ensure the performance of the Services by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Customer to expect in all the circumstances and will comply in every respect with the Service Specification and any statutory or regulatory requirements;
 - 5.3.4. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.3.5. observe all health and safety rules and regulations and any other security requirements that apply at each Site;
 - 5.3.6. hold all materials, equipment, tools, dies, moulds, copyright, design rights, drawings, specifications, and data supplied by Customer to Supplier ("**Customer Materials**") in safe custody at its own risk; maintain the Customer Materials in good condition until returned to Customer; and not dispose or use the Customer Materials other than in accordance with Customer's written instructions or authorisation; and
 - 5.3.7. not do or omit to do anything which may cause Customer to lose any licence, authority, consent, or permission upon which it relies for the purposes of conducting its business, and Supplier acknowledges that Customer may rely or act on the Services.
- 5.4. If supply is delayed or Supplier fails to commence supply then Supplier shall pay to Customer a sum calculated at a rate of one per cent (1%) of the price of the Services accruing on a daily basis from the commencement date (as may be extended) specified in the Purchase Order until the actual date of supply up to a maximum of ten per cent (10%) of the price of the Services set out in the Purchase Order. Such sums shall be paid by way of liquidated and ascertained damages by Supplier to Customer and such sums are accepted by the Parties as being a genuine pre-estimate of the net losses likely to have been suffered by Customer in such event. Customer reserves the right to vary and/or amend the level and method of calculation of such liquidated and ascertained damages, any such variation and/or modification to be specified in the Purchase Order.

6. TESTING AND COMMISSIONING

- 6.1. Where Customer requires commissioning and/or testing of the Goods and/or Services provided on Site by Supplier then the same shall be undertaken by the Supplier in accordance with all appropriate standards and codes of practice current at the time of commissioning and/or testing. Supplier shall indemnify Customer against all actions, claims, procedures, costs and damages and all legal costs and other expenses arising in any way from the presence on Site of

the Supplier's commissioning and/or testing personnel, but only to the extent caused by: (i) a breach by Supplier's commissioning and/or testing personnel of any rules or regulations relating to Site safety or a breach of Laws; or (ii) any act, omission or default of Supplier's commissioning and/or testing personnel.

- 6.2. Where Customer requires any special tests to be carried out on the Goods and/or Services, Customer shall detail the special requirements in the Purchase Order and Supplier shall be responsible for separately identifying the charges in respect of the same. Such tests shall be carried out on Site unless otherwise agreed in the Purchase Order. If Customer details special requirements for commissioning and/or testing in the Purchase Order which are over and above those set out within the appropriate standards and codes of practice current at the time, and the Supplier subsequently fails to separately identify any charges in respect of the same within the quotation, the quotation will be deemed to be inclusive of such requirement.

7. TITLE AND RISK

- 7.1. The title and property in the Goods and/or Services provided shall pass to Customer upon delivery and in the case of delivery by instalments upon delivery of each instalment, unless payment or part payment has been made prior to delivery in which event the property in any materials, components or Goods purchased or allocated by the Supplier for the purpose of this Contract shall immediately vest in Customer.
- 7.2. The risk shall not pass to Customer until delivery has been accepted by Customer by way of a signature on a delivery note or such other documentation as may be submitted with completion of work undertaken for Customer. In the case of Services which are provided over a period of time, the risk shall not pass to Customer until the Services being provided are fully completed and tested and/or commissioned to Customer's satisfaction. It is therefore understood that all supplies, parts, tools and equipment used on Site by the Supplier for the provision of such Services are at Supplier's risk whilst on Site.
- 7.3. If delivery is delayed for any reason and the Goods are held at Supplier's premises or put into storage then the risk shall remain with the Supplier as delivery shall not be deemed to have been made until the Goods are delivered to the Site.
- 7.4. In the event that the Goods are returned to Supplier's premises (or other third-party premises arranged by Supplier) for storage, repair and/or refurbishment in accordance with this Contract, the risk (but not the title) in the relevant Goods shall revert to Supplier (i) if Customer is responsible for delivering the Goods, from completion of delivery (meaning the moment that the Goods are unloaded from the delivery vehicle) at Supplier's premises (or other third-party premises arranged by Supplier); or (ii) if Supplier is responsible for collecting the Goods, from the moment that the Goods are released to Supplier (or its nominated third party) for loading onto the delivery vehicle for return to Supplier's premises (or other third-party premises arranged by Supplier), until completion of delivery back with Customer (which is indicated by way of signature on a delivery note or such other documentation as may be submitted). Supplier warrants that the insurance required under clause 12 shall extend to this period and shall indemnify Customer in full for any loss or damage to the Goods while under its care, custody, or control.

8. COMMITMENT AND REMEDIES

- 8.1. Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Contract, Customer shall be entitled to one or more of the following rights, whether or not it has accepted the Goods and/or Services:
- 8.1.1. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which Supplier attempts to make;
 - 8.1.2. to reject the Goods (in whole or in part) whether or not title has passed and to return to Supplier at Supplier's own risk and expense;
 - 8.1.3. to return the Deliverables to Supplier at Supplier's own risk and expense;
 - 8.1.4. to recover from Supplier any costs incurred by Customer in obtaining substitute goods and/or services from a third party;
 - 8.1.5. to claim damages for any additional costs, loss or expenses incurred by Customer which are in any way attributable to Supplier's failure to meet the terms of the Contract;
 - 8.1.6. to require Supplier to repair the Goods or to supply replacement Goods and/or Services in accordance with this Contract within seven (7) days of notification to Supplier, or otherwise to provide a full refund of the price paid for the Services and/or Goods (if paid); and/or
 - 8.1.7. at Customer's sole option, and whether or not Customer has previously required Supplier to repair the Goods and/or to supply any replacement Goods or Services, to treat this Contract as discharged by Supplier's breach and require a refund from Supplier of any sums paid in advance for Services that Supplier has not provided and/or Goods that it has not delivered in accordance with this Contract.
- 8.2. Without prejudice to the generality of clause 8.1, Supplier shall be liable to pay directly to Customer all direct costs incurred by Customer and attributable to Supplier's failure to provide the Goods and/or Services by the agreed time and date to the correct Goods Specification and/or Service Specification and of a quality acceptable to Customer (acting reasonably).
- 8.3. Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
- 8.4. A signature on a delivery note shall not constitute acceptance of the Goods in terms of either quality, quantity or conformance to the Goods Specification or Purchase Order but shall simply be an acknowledgement of a delivery being made by Supplier. Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery.

9. PRICE AND PAYMENT

- 9.1. Prices for the Goods and/or Services shall be as stated in the Price List and shall remain in force for the duration of this Contract.
- 9.2. All prices must be quoted exclusive of Value Added Tax and unless where otherwise expressly stated in writing shall be inclusive of excise duties, import levies, landing charges, freight carriages, delivery charges, packaging and/or packing cases, on-site commissioning, insurance, warranties, and other charges of whatever nature.
- 9.3. Customer reserves the right to benchmark the competitiveness of the pricing arrangement at any time during the Contract, where it feels necessary. Should the results of any such exercise prove that Customer has been disadvantaged then Customer reserves the right to either re-negotiate prices and/or terms and conditions with Supplier and the right to terminate the Contract in the event of being unable to agree fair market prices.
- 9.4. Supplier shall despatch an invoice to Customer upon delivery or completion (as applicable) of the Goods and/or Services or as otherwise agreed and detailed within the Purchase Order. Customer shall make payment to Supplier, subject to clause 9.3, by the end of the month following the month of invoice receipt. The charges for the Goods and/or Services shall be the full and exclusive remuneration of Supplier in respect of the delivery of the Goods and/or the

performance of the Services. Unless otherwise agreed in writing by Customer, the charges shall include every cost and expense of Supplier directly or indirectly incurred in connection with the performance of the Services.

- 9.5. Customer may be liable for interest on overdue accounts at the prevailing Bank of England rate plus 2%.
- 9.6. Customer shall have the right to off-set, deduct or withhold payments if credit is due to Customer by Supplier for whatever reason.
- 9.7. Supplier shall maintain complete and accurate records of the time spent and materials used by Supplier in providing the Services, and Supplier shall allow Customer to inspect such records at all reasonable times on request.
- 9.8. In the event of any discrepancy in pricing between the Purchase Order and Supplier's invoice, Supplier shall be deemed to have fulfilled the order based on the pricing shown on the Purchase Order and therefore the pricing on the Purchase Order shall prevail. In the event of any discrepancy between Supplier's invoice and the prices stated in the Price List, the prices stated in the Price List shall prevail.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. All Intellectual Property Rights arising from the provision of services (including, without limitation, the Services) or arising from the creation, development, or modification of the Goods and/or Services (including the Deliverables) specifically for Customer, under the Contract, shall be vested in and belong to Customer. If any such Intellectual Property Rights vest in Supplier, Supplier shall assign, or procure the assignment of such Intellectual Property Rights to Customer and Supplier shall execute or cause to be executed all deeds, documents and acts as reasonably required to vest such Intellectual Property Rights in Customer.
- 10.2. Customer grants Supplier a fully paid up, non-exclusive, royalty-free, non-transferable licence to use any Customer Materials provided by Customer to Supplier for the duration of the Contract for the sole purpose of providing the Services to Customer.
- 10.3. Supplier warrants that the supply to or the use by Customer of the Goods, and/or the performance of the Services will not in any way infringe any Intellectual Property Rights or any other right whatsoever of any third party, and that they will not be illegal.
- 10.4. Intellectual Property Rights in the Customer Materials shall at all times be and remain the exclusive property of Customer and shall be held by Supplier in safe custody at its own risk and maintained and kept in good condition by Supplier until returned to Customer and shall not be disposed of other than in accordance with the written instructions of Customer, nor shall such items be used otherwise than as authorised by Customer in writing.

11. LIABILITIES AND INDEMNITIES

- 11.1. Without prejudice to any other right which Customer might have, Supplier shall indemnify Customer and keep Customer indemnified in full from and against all direct, indirect or consequential liability (including loss of profit both direct and indirect, loss of revenue, increased cost of operating), loss, damages, injury, claims, costs and expenses (including management and legal expenses) awarded against or incurred or paid by Customer as a result of or in connection with:
 - 11.1.1. breach of any warranty given by Supplier in relation to the Goods and/or Services;
 - 11.1.2. breach by Supplier of any term of this Contract;
 - 11.1.3. any infringement or alleged infringement of any Intellectual Property Rights subsisting in any part of the world or other rights whatsoever of any other person arising in connection with the Goods and/or Services to be supplied under this Contract (whether by manufacture, importation, purchase, use, resale or otherwise);
 - 11.1.4. any liability under the Consumer Protection Act 1987 and all other Laws which relates in any way to the Goods and/or Services;
 - 11.1.5. any act or omission of Supplier or its employees, agents, or sub-contractors in connection with the provision of the Goods and/or Services; and
 - 11.1.6. any claim made against Customer by a third party arising out of or in connection the supply of the Goods and/or Services by Customer to a third party.
- 11.2. Without prejudice to the generality of clause 11.1, Customer shall in no circumstances be liable for and Supplier shall indemnify and keep Customer indemnified in full from and against any claims for loss of or damage to property owned, hired or used by Supplier or any of its sub-contractors, agents or employees, including, without limitation, any plant, vehicles, equipment, tools, temporary buildings and like items.
- 11.3. Without prejudice to the generality of clause 11.1, Customer shall in no circumstances be liable for and Supplier shall indemnify and keep Customer indemnified in full from and against any claims for loss of or damage to property owned or hired by Customer when used by Supplier or any of its sub-contractors, agents or employees, including, without limitation, any plant, vehicles, equipment, tools, temporary buildings and like items.
- 11.4. Save in respect of Customer's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation (which is not excluded or limited in any way), Customer shall under no circumstances whatsoever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue or loss of anticipated savings, or for any indirect, special or consequential loss arising out of or in connection with the Contract, and Customer's liability in respect of losses arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the value of the Goods and/or Services in the associated Purchase Order(s) and in aggregate the annual Contract value.

12. INSURANCES

- 12.1. Unless otherwise agreed in writing by the Parties, without prejudice to Supplier's obligations under clause 11, Supplier shall carry and maintain in force the following insurances, to be evidenced by certificates of insurance made available to Customer within fourteen (14) days of request:
 - 12.1.1. Employer's Liability insurance or similar insurance(s) in accordance with Laws that may be applicable to its employees, agents or sub-contractors engaged directly or indirectly in the performance of the Contract;
 - 12.1.2. Comprehensive General Liability (including Professional Indemnity, Product Liability and Public Liability) insurance in the amount of at least £5,000,000 for any one occurrence. Supplier represents and warrants that this insurance covers loss and damage relating to Customer and that Customer's interest has been embraced on such insurance policies; and

- 12.1.3. Motor Vehicle Liability insurance, complying with the Road Traffic Acts and all other Laws relating to motor vehicles in respect of all vehicles (whether owned or hired) to be used in connection with the performance of the Contract.

12.2. Such insurances to cover claims arising throughout the duration of this Contract and for a period of six (6) years following termination or expiry of this Contract.

13. DATA PROTECTION AND DATA SECURITY

13.1. Both Customer and Supplier shall comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove, or replace, either Party's obligations under the Data Protection Legislation.

13.2. The Parties acknowledge that for the purposes of the UK GDPR, Customer is the "data controller" and Supplier is the "data processor". Before Supplier carries out any processing activities, the Parties will sign a data processing addendum setting out the scope, nature, and purpose of processing by Supplier, the duration of the processing and the types of Personal Data ("Protected Data") and the categories of "Data Subject" (as defined in the UK GDPR).

13.3. Without prejudice to the generality of clause 13.1, Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Protected Data to Supplier for the duration and purposes of this Contract.

13.4. Without prejudice to the generality of clause 13.1, Supplier undertakes:

- 13.4.1. if Supplier considers, in its opinion, that Customer's instruction breaches the Data Protection Legislation in relation to the processing of Protected Data, it shall immediately inform Customer. In addition, if Supplier is required by any law to process Protected Data in a manner not anticipated by Customer's instructions, Supplier shall promptly notify Customer of this before performing the processing required, unless the law prohibits Supplier from notifying Customer;

- 13.4.2. to ensure it has in place appropriate technical and organisational measures, reviewed and approved by Customer, to protect against unauthorised or unlawful processing of Protected Data and against accidental loss or destruction of, or damage to, Protected 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 Protected Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Protected 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);

- 13.4.3. to ensure all Protected Data is kept confidential;

- 13.4.4. to ensure all personnel who have access to and/or processes Protected Data are obliged to keep the Protected Data confidential and have undertaken the necessary training in relation to handling Personal Data;

- 13.4.5. not to transfer any Protected Data outside the European Economic Area unless the prior written consent of Customer has been obtained and the following conditions are fulfilled:

- 13.4.5.1. Customer or Supplier has provided appropriate safeguards in relation to the transfer;

- 13.4.5.2. the Data Subject has enforceable rights and effective legal remedies;

- 13.4.5.3. Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Protected Data that is transferred; and

- 13.4.5.4. Supplier complies with reasonable instructions notified to it in advance by Customer with respect to the processing of Protected Data;

- 13.4.6. to assist Customer, at Customer's cost, in responding to any request from a Data Subject. If a Data Subject contacts Supplier in order to exercise any of their rights in respect of their Personal Data, Supplier shall promptly notify (and in any case no later than two (2) Business Days after receipt) the request to Customer;

- 13.4.7. to notify Customer without undue delay on becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data ("Data Breach"). The notification must be accompanied by any useful documentation to allow Customer, if necessary, to notify this Data Breach to the Information Commissioner or relevant supervisory authority. Upon the request of Customer, and after having obtained Customer's prior approval of all proposed communications, Supplier shall notify the Data Breach to each of the affected Data Subjects. The information to the Data Subjects shall describe, in clear and plain language, the nature of the Data Breach and (i) the contact details where more information can be obtained; (ii) the likely consequences of the Data Breach; and (iii) any measures taken or proposed to be taken by Customer to address the Data Breach and mitigate any possible adverse effects;

- 13.4.8. to assist Customer in performing impact assessments and consultations with supervising authorities and regulators;

- 13.4.9. on the written direction of Customer, to delete or return Protected Data and copies thereof to Customer on termination of the Agreement, save for any Protected Data the Supplier is required to retain in accordance with Laws;

- 13.4.10. to maintain complete and accurate records and information to demonstrate compliance with this clause 13 and allow for audits by Customer or Customer's designated auditor; and

- 13.4.11. to notify Customer of the name and contact details of its data protection officer if it has appointed one in accordance with the Data Protection Legislation.

13.5. Supplier may engage another processor (the "Sub-Processor") to carry out certain processing activities pursuant to this clause 13, subject to Supplier providing prior notice to Customer confirming such engagement, and Supplier shall provide prior written notice to Customer in the event of any changes to such Sub-Processor. The notice must clearly specify the processing activities which are being sub-contracted, the identity and contact details of the Sub-Processor and the dates of the sub-contracting agreement. Customer has a period of fourteen (14) days from the date it receives such notice to object to such appointment. If Customer objects to such proposed appointment, Supplier shall not be entitled to sub-contract the processing to the Sub-Processor.

- 13.6. If a Sub-Processor is appointed pursuant to clause 13.5 above, Supplier shall ensure that the Sub-Processor shall comply with the obligations under this Contract as if it were the Supplier and in compliance with Supplier's instructions. Supplier shall ensure that the Sub-Processor provides the same guarantees for the implementation of appropriate technical and organisational measures in such a manner to ensure that the processing will meet the requirements of the Data Protection Legislation. Where the Sub-Processor fails to fulfil any of its obligations in this regard, Supplier shall remain fully liable to Customer for the performance of the Sub-Processor's obligations.
- 13.7. Customer may on notice request amendments to this clause 13 at any time if such amendments are reasonably required by Customer to: (a) reflect any amendments to the Data Protection Legislation; or (b) any guidance issued by any regulator in relation to the Data Protection Legislation. If the Parties are unable to agree an amendment to this clause 13 within thirty (30) days of Customer's request for an amendment, Customer may, without liability to Supplier, terminate this Contract immediately by giving notice to Supplier.

14. CONFIDENTIALITY

- 14.1. Both Parties shall procure that its employees, agents, and sub-contractors shall sign such confidentiality agreements as Customer deems necessary.
- 14.2. Supplier shall not mention Customer's name in connection with this Contract or disclose the existence of this Contract in any publicity material or other similar communications to third parties without Customer's prior written consent.
- 14.3. Whether or not Customer shall require that any confidentiality agreement be executed under clause 14.1 above, Supplier shall not (and shall use its best endeavours to procure that its employees, agents and sub-contractors shall not) during this Contract or at any time thereafter divulge or communicate to any person other than to officers or employees of Supplier on a need to know basis or use otherwise than on the written instructions of Customer any confidential information including (without limitation) any information concerning Customer's trade secrets, processes, copyright materials, or products or services (existing or planned), the business, accounts, finance or contractual arrangements of Customer or any details about any of its customers past or present or its or their other dealings, transactions or affairs which come to its knowledge during this Contract.
- 14.4. The provisions of clause 14.3 shall not apply to any information which is in, or comes into, the public domain otherwise than by breach of any of the provisions of this Contract, or which Supplier is required to disclose by order or a court of competent jurisdiction.
- 14.5. If Supplier becomes aware of any breach of confidence by any of its employees, agents, contractors, and subcontractors it shall promptly notify Customer and give Customer all reasonable assistance in connection with any proceedings which Customer may institute against any such persons.

15. TERMINATION

- 15.1. Without prejudicing any other right or remedy available to it, Customer may terminate this Contract:
- 15.1.1. with immediate effect by giving notice to Supplier if Supplier:
 - 15.1.1.1. fails to perform the Contract to the terms of any service level agreement set out in Customer's Purchase Order(s);
 - 15.1.1.2. becomes or reasonably appears to be insolvent; or
 - 15.1.1.3. fails to fulfil or comply with any of its obligations hereunder and, where such failure is remediable, fails to remedy such failure within fourteen (14) days of notice from Customer specifying the failure and requiring its remedy;
 - 15.1.2. for convenience by providing no less than three (3) months' written prior notice to Supplier;
 - 15.1.3. by giving thirty (30) days' prior notice to Supplier upon or at any time following a change of control of Supplier (meaning a change of ownership (direct or indirect) of more than fifty per cent (50%) of the shares or operating assets of Supplier).
- 15.2. Termination of this Contract shall be without prejudice to any rights Customer may have arising from this Contract or any prior breach hereof, and to any provision of this Contract which expressly or impliedly has effect after termination and it shall not affect the coming into force or continuation in force of any provision contained in this Contract which is expressly or by implication intended to come into or continue in force on or after such termination.
- 15.3. For the avoidance of doubt, if this Contract is terminated, without prejudice to any other provision, Supplier shall not be entitled to payment for any costs incurred or Goods and/or Services bought by Supplier in anticipation of future Purchase Orders subsequently not issued by Customer and for the avoidance of doubt Customer shall not be held liable to Supplier for any damages arising or loss of anticipating profits of Supplier as a result of such termination.

16. CONSEQUENCES OF TERMINATION

- 16.1. On termination of the Contract, Supplier shall immediately deliver to Customer all Deliverables (whether complete or not) and return all Customer Materials. If Supplier fails to do so, Customer may enter Supplier's premises and take possession of them. Until they have been returned or delivered, Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 16.2. Termination or expiry of the Contract shall not affect the Parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

17. FORCE MAJEURE

- 17.1. No delay or failure in performance by either Party (the "Claiming Party") shall constitute default hereunder or give rise to any claim for damages or loss including anticipated profits if such delay or failure is caused by Force Majeure. In the event of Force Majeure Customer shall have the right to source Goods and/or Services from another provider until Supplier recommences performance as soon as possible after the event of Force Majeure has ceased.
- 17.2. Clause 17.1 above shall only apply if the Claiming Party (i) as soon as reasonably practicable after the start of the Force Majeure event, notifies the other Party in writing of the Force Majeure event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure event on its ability to perform any of its obligations under the Contract; (ii) could not have avoided the effect of the Force Majeure by taking precautions which, having regard to

all matters known to it before the occurrence of the Force Majeure and all relevant factors, it ought to have taken but did not take; and (iii) has used reasonable endeavours to mitigate the effect of the Force Majeure and to carry out its obligations under this Contract in any other way that is practicable.

- 17.3. During any period of Force Majeure, the corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended accounting for the period of Force Majeure. Furthermore, no payment shall be made by Customer during the period of Force Majeure and any payments made in advance shall be promptly refunded by Supplier.
- 17.4. If the Force Majeure in question prevails for a continuous period of three (3) months after the date on which the Force Majeure begins, the other Party shall be entitled to give notice to the Claiming Party to terminate this Contract. The notice to terminate must specify the termination date, which must not be less than thirty (30) days after the date on which the notice to terminate is given. Once a notice to terminate is given, the Contract will terminate on the date set out in the notice and Supplier shall promptly refund any Fees paid in advance for Goods and/or Services not provided.
- 17.5. "**Force Majeure**" shall mean an occurrence beyond the reasonable control and without the fault or negligence of the Party affected and which the said Party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to: acts of God or the public enemy, expropriation or confiscation of facilities; any form of Government intervention; war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, unusually severe weather conditions; fires, explosions or other catastrophes.

18. TUPE

- 18.1. The Parties acknowledge and agree that where all or part of the Services cease to be provided by Supplier for any reason and where all or part of the Services continue to be provided by Customer and/or a New Supplier, there may be a relevant transfer of the Returning Employees to Customer and/or the New Supplier for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to Customer and/or the New Supplier in accordance with TUPE with effect from the Subsequent Transfer Date.
- 18.2. Save where the Parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the Parties shall cooperate in agreeing a list of Returning Employees prior to the Subsequent Transfer Date and shall cooperate in seeking to ensure the orderly transfer of the Returning Employees to Customer and/or the New Supplier.
- 18.3. Supplier shall not later than three (3) months prior to expiry of this Contract (or, if earlier, within 30 days of notice being given of termination of this Contract) to the extent lawfully permitted provide Customer with the following details:
- 18.3.1. a list of those personnel engaged in the Services ("**Potential Returning Employees**");
 - 18.3.2. job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;
 - 18.3.3. terms and conditions of employment of the Potential Returning Employees, including any particulars that Supplier is obliged to give under section 1 of the Employment Rights Act 1996;
 - 18.3.4. any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
 - 18.3.5. any claims, current or which Supplier has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;
 - 18.3.6. all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees;
 - 18.3.7. information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date pursuant to TUPE.

Supplier shall provide updates of the details listed above at regular intervals to be specified by Customer.

- 18.4. Supplier shall indemnify Customer (bot for itself and a New Supplier) against all costs, claims, liabilities, and expenses (including reasonable legal expenses) incurred by Customer and/or a New Supplier in connection with or because of:
- 18.4.1. any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault, or omission of Supplier on or before the Subsequent Transfer Date;
 - 18.4.2. any failure by Supplier to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of Customer and/or New Supplier to comply with its or their duties under regulation 13 of TUPE;
 - 18.4.3. a claim by any person who transfers or alleges that they have transferred to Customer or the New Supplier but whose name is not included in the list of Returning Employees.
- 18.5. If TUPE applies to transfer the employment of any person employed by Supplier to Customer or any New Supplier then if Customer or such New Supplier shall serve a notice terminating the employment of such person within six (6) months after the date of such transfer, Supplier shall indemnify Customer (for itself and a New Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which Customer is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

19. POLICIES AND COMPLIANCE

19.1. HEALTH, SAFETY AND ENVIRONMENT

- 19.1.1. Supplier shall comply with all health and/or safety and/or environment legislation, regulations and codes of practice including but not limited to the Health and Safety at Work Act 1974 and the Environmental Protection Act 1990 and all regulations thereunder and any re-enactment thereof, in the supply of the Goods and/or Services.

- 19.1.2. Where Supplier intends to supply or to use any product which may or does contain a substance which is hazardous to health within the meaning of Regulation 2(1) Control of Substances Hazardous to Health Regulations 1987 (the “Regulations”) or any amendments thereto, Supplier shall supply full details both of such product and such substances to the address from which the Purchase Order originated and the Site(s).
- 19.1.3. Such details shall be in writing and shall be supplied in sufficient time to allow Customer to establish any necessary or appropriate procedures for the safe and lawful use of the Goods and so as not to halt or delay any part of the work to be performed by Customer in respect of the Goods. In supplying such details, Supplier shall include in relation to both the product and the substance, without limitation, details of the method statements, risk assessment and COSHH reports and/or assessment monitoring which has been carried out and any material concerned with information or training.
- 19.1.4. Supplier shall supply promptly, but no later than seven (7) days after receipt of a written request, any other supporting documentation or information requested by Customer, and which relate to the Goods.
- 19.1.5. In considering whether the Goods contain a substance which falls within the above Regulations, Supplier shall include any substance which may be comprised in the Goods and which may be released either by cutting, grinding, spreading, or burning the Goods or by mixing or using the Goods with other products or by any other means.
- 19.1.6. In respect of the Goods and/or Services, Supplier will maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of Customer, its customs, relevant British standards, and statutory and regulatory bodies. All Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished, and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.
- 19.1.7. Supplier will maintain detailed quality control and manufacturing records for at least six (6) years from the date of supply of Goods or performance of the Services.
- 19.1.8. It is the responsibility of Supplier to acquaint itself with the purposes for which the Goods supplied are to be used.
- 19.1.9. Supplier shall comply with all reasonable requests from Customer in relation to health and safety and will comply with the Control of Contractors Procedure and Code of Practice as issued by Customer and duly incorporated into this Contract. It shall be Supplier’s responsibility to avail itself of its responsibilities as detailed in these documents.

19.2. ETHICAL SOURCING

- 19.2.1. Supplier shall take all practical steps to ensure its business and its supply chains are free of slavery and human trafficking as described and defined in the Modern Slavery Act 2015 and that it shall comply with Customer’s Ethical Sourcing Policy, as issued by Customer, and duly incorporated into this Contract.

19.3. ANTI-BRIBERY AND CORRUPTION

- 19.3.1. Supplier warrants that it will not offer cash or cash equivalent cards or vouchers by way of any incentive or hospitality, prize or reward as to do so would be in breach of Customer’s anti-bribery and anti-corruption policy, a copy of which shall be made available to Supplier upon request.

19.4. PURCHASE TO PAY (P2P) ePROCUREMENT

- 19.4.1. Customer has implemented a Purchase to Pay eProcurement system (“P2P”). This system (powered by Coupa) allows Customer to transact with its suppliers electronically for the issuing of purchase orders and receiving of electronic invoicing. It is a contractual requirement for Supplier to transact with Customer or any of its subsidiaries via P2P, and signature below indicates Supplier’s acceptance of this requirement to receive Purchase Orders and to submit electronic invoices through P2P.
- 19.4.2. P2P is an electronic system which enables the full purchasing process to be carried out online, from order creation and authorisation to goods receipting and invoice payment. P2P simplifies and improves purchasing processes, enabling electronic exchange of documents including purchase orders and invoices. It also allows companies to work with registered suppliers to develop electronic catalogues to further simplify purchasing. Electronic matching of invoices to purchase orders achieves efficiencies and improves performance in paying suppliers on time.

19.5. LICENCES AND PERMITS

- 19.5.1. Supplier shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction (“Laws”) and shall, unless otherwise agreed in writing by Customer and stipulated in the Purchase Order, obtain and pay for all licences and permits necessary for the provision of Goods and/or Services in accordance with such Laws.

20. GENERAL

20.1. SUB-CONTRACTING

- 20.1.1. Supplier shall not sub-contract all or any part of its obligations under this Contract (except delivery of Goods) without Customer’s prior written approval.
- 20.1.2. If Supplier does sub-contract all or part of its obligations under this Contract pursuant to clause 20.1, Supplier shall be fully responsible for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.
- 20.1.3. Supplier shall indemnify Customer against any loss or damage suffered by Customer arising from the act or omission of such sub-contractors.

20.2. ASSIGNMENT

- 20.2.1. Supplier shall not assign all or any part of the benefit of, or its rights or benefits under this Contract without Customer’s prior written approval.

20.3. CANCELLATION AND VARIATION

- 20.3.1. This Contract may only be varied in writing signed by each of the Parties.

20.3.2. Customer shall be entitled to cancel any Purchase Order in whole or in part by giving notice to Supplier at any time prior to delivery or completion (as applicable) of the Goods and/or Services, in which event Customer shall pay to Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation shall not include loss of anticipated profits or any other form of consequential or indirect loss provided that Supplier provides to Customer all relevant details related to such compensation within seven (7) days of receipt of the notice of cancellation.

20.3.3. If either Party goes into liquidation or makes an arrangement with its creditors or has a receiver appointed or commences to be wound up (other than for the purposes of voluntary amalgamation or reconstruction) then the other Party may, without prejudice to its other rights to remedies, terminate any outstanding Purchase Orders forthwith by notice to the other Party without any liability under clause 20.3.2.

20.4. NOTICES

20.4.1. Any notice or other communication given to a Party under or in connection with the Contract shall be in writing and shall be: (i) delivered by hand or pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business; or (ii) sent by email to the address specified on the Supplier Application Form and, if Customer is the addressee, a copy sent to legal@butlins.com.

20.4.2. Any notice or communication shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. For the purposes of this clause, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

20.4.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.5. GOVERNING LAW AND JURISDICTION

20.5.1. This Contract is to be governed by and construed in accordance with English law. Any matter, claim, dispute arising out of or in connection with the Contract, whether contractual or non-contractual is to be governed by and determined in accordance with English law. Each Party irrevocably submits and agrees to submit to the exclusive jurisdiction of the courts in England.

20.6. OTHER

20.6.1. Each right or remedy of Customer under the Contract is without prejudice to any other right or remedy of Customer whether under the Contract or not.

20.6.2. Any provision of the Contract which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the Contract and the remainder of such provision shall not be affected.

20.6.3. Failure of Customer to enforce or partially enforce any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

20.6.4. Where the order relates to provision of Goods and/or Services relating to construction works, the Conditions of JCT Agreement for Minor Works (2016 edition with latest amendments and schedules) shall apply in addition to the Contract. In the event of a conflict or inconsistency of terms, the JCT Agreement shall prevail.

20.6.5. Nothing in this Contract and no action taken by the Parties under this Contract shall constitute a partnership, joint venture, or agency relationship between any of the Parties.

20.6.6. The Parties do not intend that any term of this Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party to this Contract.

20.6.7. This Contract constitutes the whole and only agreement between the Parties relating to the subject matter of this Contract. Each Party acknowledges that in entering this Contract it is not relying upon any pre-contractual statement which is not set out in this Contract. Except in the case of fraud, no Party shall have any right of action against any other Party to this Contract arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Contract. For the purposes of this clause, “**pre-contractual statement**” means any draft, agreement, undertaking, representation, warranty, promise, assurance, or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Contract made or given by any person at any time prior to this Contract becoming legally binding.