



**Stephens IT Solutions**  
Standard Supplier Terms & Conditions

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Registered Office: Unit 2 Crayfields Business Park, New Mill Road, Orpington, BR5 3QA  
Registered in England and Wales, Company Number: 08080361

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## Definitions

**1.1** In these Standard Terms and Conditions for the Purchase of Goods and Services unless the context otherwise requires:  
'Agreement' means these Terms and Conditions, together with any PO(s) issued by the parties.  
'Business Days' means any day (other than a Saturday or Sunday) on which commercial banks are open for non-automated business in the City of London.  
'Goods Delivered' means the later of completion of the unloading of the Goods in the area and at the location specified by Stephens IT in the PO or Order Amendment, or the issue by Stephens IT of a certificate of acceptance in accordance with Clause 11.1. 'Goods' means such goods as set out in any quotation or PO issued under this Agreement. 'Stephens IT' means the Stephens IT Limited, a limited company registered in England and Wales (company number 08080361) whose registered address is at Unit 2, Crayfields Business Park, Main Road, Orpington, Kent, BR53QA or such other affiliate of Stephens IT Limited as is indicated on the Purchase Order.  
'Order Amendment' means Stephens IT's authorised Order Amendment or series of Order Amendments, each Order Amendment having precedence over any earlier Order Amendment.  
'Parties' means Stephens IT and the Supplier together.  
'Purchase Order' or 'PO' means Stephens IT's authorised Purchase Order to purchase Goods or Services.  
'Services' means such services as set out in any quotation or PO issued under this Agreement.  
'Supplier' means the company named and identified on the PO to provide the Services and/ or the Goods to Stephens IT.

## 2 The Agreement

**2.1** The Agreement shall not include any of the Supplier's conditions of sale, notwithstanding reference to them in any document. This Agreement apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

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

**2.3** Delivery of Goods or Services in response to a PO or Order Amendment shall be taken to imply that the Supplier has accepted the terms and conditions herein.

## 3 Payment

**3.1** In consideration of the Supplier providing the Goods and Services, Stephens IT shall pay all valid invoices for charges on the last day of the month following the month of invoice.

**3.2** No change to the prices set out in a quote or PO shall be made unless agreed by Stephens IT in writing.

**3.3** All prices, rates and charges referred to in the PO are inclusive of packaging, insurance, carriage and all other charges, taxes and duties. The Supplier shall identify any part of any invoice that is zero-rated for or exempt from VAT with a full explanation.

**3.4** Stephens IT shall have the right to set-off any payment due to the Supplier, or which at any time may become due

to the Supplier under a valid invoice, against any sums owed to Stephens IT by the Supplier under the Agreement or otherwise.

**3.5** Stephens IT may withhold payment of any invoice which it disputes, provided that Stephens IT informs the Supplier of such dispute before such invoice becomes due and payable.

**3.6** If any sum due and payable under the Agreement is not paid by Stephens IT in accordance with the agreed payment terms, the Supplier shall be entitled (without prejudice to any of its other rights) following receipt by Stephens IT of written notice from the Supplier, to charge interest at the rate of 1 per cent above the base rate of the Bank of England from time to time in force from the date of such notice until the date of actual payment. Interest shall not accrue or be payable where monies are set-off or withheld pursuant to Clauses 3.4 and/or 3.5. The parties agree that the right to claim interest under this Clause is a substantial remedy for late payment and is in substitution for any statutory or other right to claim interest and/or other remedy for late payment under the Late Payment of Commercial Debts (Interest) Act 1998.

## 4 Confidentiality

**4.1** Each party undertakes that it shall not at any time disclose to any person any confidential information disclosed to it by the other party concerning the business or affairs of the other party, including information relating to a party's operations, processes, plans, know-how, designs, trade secrets, software, market opportunities and customers ('Confidential Information'), except as permitted by Clause 4.2.

**4.2** Each party may disclose the other party's Confidential Information:

**4.2.1** to its employees, officers, agents, consultants, advisers or subcontractors ('Representatives') who need to know such information for the purposes of carrying out the party's obligations under the Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 4 as though they were a party to the Agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this Clause;

**4.2.2** as may be required by law, court order or by any governmental or regulatory authority to which the relevant party is subject to or submits; and

**4.2.3** to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure, other than as a result of a breach of this Clause 4.

## 5 Intellectual Property and Data Protection

**5.1** Unless agreed between the parties, the Agreement does not assign or otherwise transfer any Intellectual Property Rights (which for the purposes of the Agreement shall mean all intellectual property rights whether or not registered or registrable and including all extensions, renewals and applications thereof and including without limitation all copyright, trademarks, trade names, design rights, database rights, confidential information, trade secrets or know-how) existing at or prior



to the date of the Agreement (the 'Pre-Existing IPR'). Neither party may assert ownership of the other party's Pre-Existing IPR.

**5.2** The Supplier hereby assigns to Stephens IT to the fullest extent possible and for Stephens IT to hold absolutely, with full title guarantee and free from all third-party rights and encumbrances, all Intellectual Property Rights and all items created through the performance of its obligations under the Agreement.

**5.3** Each party hereby grants to the other a non-exclusive, royalty free licence of its Pre-Existing IPR for the duration of this Agreement:

**5.3.1** in the case of such licence granted to the Supplier, to the extent required to provide the Services and otherwise comply with its obligations under the Agreement;

**5.3.2** in the case of such licence granted to Stephens IT, to enable Stephens IT to receive, use and enjoy the Goods and Services and for its own internal and other proper business purposes and to make such Goods and Services available to be used by Stephens IT customers; and

**5.3.3** neither party may assign, licence, grant security over or otherwise transfer the other party's Pre-Existing IPR.

**5.4** The Parties shall comply with all applicable data protection legislation in force from time to time including the Data Protection Act 1998 and all guidance and codes of practice issued by applicable supervisory authorities in connection therewith and any amendments or superseding legislation.

## **6 Announcements**

**6.1** The Supplier shall not without prior written consent from Stephens IT in any way advertise or publicly announce that it is undertaking or has undertaken work for or provided Goods or Services to Stephens IT.

**6.2** The Supplier shall not use any trade name, logo or other trade mark of Stephens IT without Stephens IT's prior written agreement.

## **7 Indemnity**

**7.1** The Supplier shall indemnify, keep indemnified and hold Stephens IT harmless from all claims and all direct, indirect and consequential liabilities, costs, proceedings, damages, losses and expenses (including legal and other professional expenses on a full indemnity or solicitor and client basis), awarded against, or incurred or paid by, Stephens IT or its subcontractor as a result or in connection with:

**7.1.1** any breach of any of the Supplier's contractual obligations under the Agreement (without regard to the rules on remoteness) or any statutory or regulatory breach;

**7.1.2** any claim made for any liability, loss, damage, injury, cost or expense to the extent that any such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from a direct or indirect breach or negligent performance, or any fraud, dishonesty or illegality or failure or delay in performance of the Agreement by the Supplier;

**7.1.3** any breach of Clause 4 (Confidentiality) or Clause 5.4 (Data Protection) of the Agreement;

**7.1.4** any claim that the Goods and/or Services or the use or provision of the same infringes the Intellectual Property

Rights or any other rights of a third party or is otherwise unlawful; and

**7.1.5** any damage or destruction to any Stephens IT premises or to any issued property belonging to Stephens IT.

**7.2** For the purpose of this Agreement, a 'Claim' is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the 'Indemnifying Party') may be obligated to defend, indemnify and hold the other party (the 'Indemnified Party') harmless.

**7.3** Stephens IT shall indemnify and hold Supplier harmless from and against any and all Claims as incurred, arising out of or in connection with:

**7.3.1** The Supplier's use of Stephens IT's Goods or services in connection with the PO; or

**7.3.2** Infringement of a third party's Intellectual Property Rights or any other rights resulting from the Supplier's adherence to Stephens IT's written instructions.

**7.4** Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or wilful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property (not including lost or damaged data).

**7.5** The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defence, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnifying Party's behalf.

**7.6** If a third party enjoins or interferes with Stephens IT's use of any Goods and/or Services, then in addition to the Supplier's obligations under Clause 7.1, the Supplier will use its best efforts to:

**7.6.1** Obtain any licenses necessary to permit Stephens IT to continue to use the Goods and/or Services;

**7.6.2** Replace or modify the Goods and/or Services as necessary to permit Stephens IT to continue to use of the them; or

**7.6.3** If Clauses 7.6.1 and 7.6.2 are not commercially reasonable, then promptly refund to Stephens IT the amount paid for any PO for which a third party enjoins or interferes with Stephens IT's use of the Goods and/or Services.

**7.7** Nothing in this Clause shall limit any other remedy of the Parties.

## **8 Liability**

**8.1** The entire liability of Stephens IT to the Supplier arising out of or in connection with the Agreement shall be limited to direct losses only, whether arising from contract, tort, negligence or otherwise and shall be limited in each year of the term of the Agreement to 100% of the fee paid to the Supplier by Stephens IT under the Agreement in that year.

**8.2** In no event will Stephens IT be liable to the Supplier for any incidental, indirect, special, consequential damages or loss of profits arising out of, or in connection with, the Agreement, whether or not Stephens IT was advised of the possibility of such damage.



**8.3** Nothing in the Agreement excludes or limits either party's liability in respect of:

**8.3.1** death or personal injury or physical damage to property caused by its negligence (including negligence of its employees, agents or contractors); or

**8.3.2** fraud or fraudulent misrepresentation.

## **9 Insurance**

**9.1** The Supplier shall obtain and maintain at all times:

**9.1.1** All insurance necessary to insure the Goods against all risks (including, but not limited to, the risks of carriage and Goods liability and risks related to consumer protection legislation or other laws which impose liability as a result of the manufacture, sale or distribution of Goods) until such time as risk in the Goods passes to Stephens IT in accordance with Clause 12;

**9.1.2** coverage for liabilities to third parties for personal injury and damage to property in amounts sufficient to protect Stephens IT in the event of such injury or damage;

**9.1.3** sufficient coverage to insure all other risks which may arise in connection with the Agreement;

**9.1.4** public liability insurance; and

**9.1.5** all insurance required by law.

**9.2** Such insurance cover shall be of an amount adequate to cover everything a reasonably prudent supplier would insure when providing Goods or Services similar to those of the Supplier to cover its obligations under this Agreement but shall in no event be less than £5,000,000 in respect of any one incident.

**9.3** If requested by Stephens IT, the Supplier shall provide Stephens IT with documentary evidence of the existence of such insurance policies and of the payment of the relevant premiums.

## **10 Warranty**

**10.1** The Supplier warrants, represents and undertakes that at all times:

**10.1.1** its obligations under the Agreement shall be performed with all reasonable diligence, skill and care, and otherwise in accordance with best industry practice and the Agreement (in the event that there is any conflict between these standards, the higher standard shall prevail);

**10.1.2** all Goods shall be free from all encumbrances and shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Stephens IT or of which the Supplier was or should have reasonably been aware;

**10.1.3** Goods shall be free from defects in design, material and workmanship;

**10.1.4** it shall comply with all applicable statutory and regulatory requirements including any applicable codes of practice having the force of law or otherwise;

**10.1.5** it shall ensure that all its staff perform the Agreement without causing any damage to Stephens IT's business, public image, reputation and goodwill; and

**10.1.6** the Goods and Services and Stephens IT's use of such Goods and Services shall not infringe the intellectual property rights or other rights of any third party or contain any material which is defamatory, libellous, which breaches any rights of privacy or which is otherwise

unlawful or illegal.

**10.2** The Supplier shall promptly make good at their expense any defect in the Goods that Stephens IT discovers under proper usage during the first twelve months of actual usage or eighteen months from the date of acceptance by Stephens IT, whichever period shall expire first. Such defects may arise from the Supplier's faulty design, the Supplier's erroneous instructions as to use, inadequate or faulty materials, poor workmanship, or any other breach of the Supplier's obligations whether under the Agreement or at law.

**10.3** The Supplier will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least five years from the date of delivery of the Goods.

## **11 Delivery and Acceptance**

**11.1** Subject to and without limitation or prejudice to Clause 11.2, Stephens IT shall not be deemed to have accepted any Goods until Stephens IT has issued a certificate in writing confirming its acceptance of such Goods.

**11.2** The Supplier shall deliver the Goods in accordance with the terms of the Agreement and to the address set out in the PO, unless otherwise advised in writing by an Authorised Officer of Stephens IT. Time shall be of the essence for delivery of all Goods, for performance of all Services and for the performance by the Supplier of its other obligations under the Agreement.

**11.3** Stephens IT may inspect and test the Goods at any time before, during or after delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement. If, following inspection or testing, Stephens IT considers that the Goods do not conform with the PO or Clauses 10.1 and 11.9 of the Agreement, Stephens IT shall inform the Supplier and the Supplier shall take such remedial action as is necessary to ensure compliance.

**11.4** If any Goods delivered to Stephens IT do not comply with Clause 10.1 or 11.9, or are delivered otherwise than in accordance with the Agreement, then, without limiting any other right or remedy that Stephens IT may have, Stephens IT may reject those Goods and:

**11.4.1** require the Supplier to remove and replace the rejected Goods at the Supplier's risk and expense within five (5) Business Days of being requested to do so or within such shorter time as Stephens IT may specify;

**11.4.2** in relation to Goods, refuse to take any subsequent attempted delivery of such Goods;

**11.4.3** require the Supplier to repay any monies paid under the Agreement without any retention or offset for whatever purpose; and

**11.4.4** claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that are not in conformity with the terms of the Agreement.

**11.5** Stephens IT shall be entitled to reject any Goods which are not of the type or quality ordered, or in any respect not in accordance with the requirements of the Agreement. On notice of rejection, and at their expense, the Supplier shall recover the rejected Goods



from Stephens IT within 5 business day of the notification of rejection. It is agreed that Stephens IT may exercise the right of rejection notwithstanding any provision contained in Section 11, Section 15A, Section 30 or Section 35 of the Sales of Goods Act 1979.

**11.6** If Clause 11.4 or Clause 11.5 applies, Stephens IT shall give the Supplier 5 Business Days to replace the Goods with new Goods that conform to the Agreement, after which time Stephens IT shall be entitled to cancel the PO and purchase Goods equivalent to the original specification in the Agreement elsewhere and any additional costs reasonably incurred in the procurement of replacement Goods shall be at the Supplier's expense.

**11.7** In addition to Stephens IT's other rights of cancellation under the Agreement, Stephens IT may cancel the PO and any Order Amendment thereto at any time by sending the Supplier a notice of termination. The Supplier will comply with any instructions that Stephens IT, may issue with regard to the Goods. If the Supplier submits a termination claim then Stephens IT will pay the Supplier the costs of any commitments, liabilities or expenditure, excluding loss of profits, which in Stephens IT's reasonable opinion were a consequence of this cancellation. The total of all payments made or due to the Supplier under the Agreement, including any termination payment shall not exceed the price of the Goods. If the Supplier fails to submit a termination claim within 10 Business Days of the date of Stephens IT's notice of termination then Stephens IT shall have no further liability under the Agreement.

**11.8** The Supplier is expected to supply all of the Goods covered within the Agreement. If the Supplier is unable to supply the exact type of Goods ordered, then the Supplier shall advise Stephens IT accordingly and shall, with the prior agreement of Stephens IT, supply alternative Goods of equal or better quality at the same prices as the Goods originally ordered.

**11.9** The Goods shall:

**11.9.1** Conform in every respect with the provision of the Agreement;

**11.9.2** Be capable of all standards of performance specified in the Agreement;

**11.9.3** Be fit for any purpose made known to the Supplier expressly or by implication and in this respect, Stephens IT shall rely on the Supplier's skill and judgement;

**11.9.4** Be properly packaged and secured in such manner as to enable them to reach their destination in good condition;

**11.9.5** Be new unless otherwise specified on the PO and be of sound materials and skilled and careful workmanship;

**11.9.6** Correspond to their description or any samples, patterns, drawings, plans and specifications referred to in the Agreement;

**11.9.7** Be of satisfactory quality; and

**11.9.8** Comply with all current applicable standards, regulation and legislation.

**11.10** The rights and remedies of the parties in connection with the Agreement are cumulative and, except as expressly stated, are not exclusive of any other rights or

remedies provided by the Agreement, law, equity or otherwise. Except as expressly stated in the Agreement, any right or remedy may be exercised wholly or partially from time to time.

## **12 Title and Risk**

**12.1** The Supplier shall bear all risks of loss and damage to the Goods until they have been delivered and shall insure the Goods accordingly.

**12.2** Ownership of the Goods shall pass to Stephens IT:

**12.2.1** When the Goods have been delivered, without prejudice to Stephens IT's right of rejection under the Agreement; or

**12.2.2** If Stephens IT makes any advance or stage payment, at the time such payment is made, in which case the Supplier must as soon as possible mark the Goods as Stephens IT's property.

**12.3** The risk of loss and damage in the Goods shall remain with the Supplier until the Goods are delivered, which shall mean on the later of completion of unloading of the Goods in the area at the location specified in the PO or the issue by Stephens IT of a certificate of acceptance in accordance with Clause 11.1, to Stephens IT when such risk shall pass to Stephens IT.

**12.4** Title (with full title guarantee, free from all or any encumbrances and third-party rights) to the Goods shall pass to Stephens IT on delivery.

## **13 Supply of Services**

**13.1** The Supplier shall, from the date set out in the PO or Order Amendment, provide the Services to Stephens IT in accordance with the terms of this Agreement.

**13.2** The Supplier shall meet any performance dates for the Services specified in the PO and time shall be of the essence in relation to any performance dates.

**13.3** In providing the Services the Supplier shall:

**13.3.1** co-operate with Stephens IT in all matters relating to the

Services and comply with all Stephens IT instructions;

**13.3.2** perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

**13.3.3** use personnel who are suitably qualified, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement;

**13.3.4** ensure that the Services will conform with all descriptions and specifications set out in the PO and shall be fit for any purpose that Stephens IT expressly or impliedly makes known to the Supplier;

**13.3.5** provide all equipment, tools and vehicles and such other items as may be required to provide the Services;

**13.3.6** use the best quality goods, materials, standards and techniques when providing the Services, ensuring that workmanship, installation and design is free from defects;

**13.3.7** obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

**13.3.8** comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services; and





**13.3.9** observe all health and safety rules and regulations and any other security requirements that apply at any Stephens IT premises.

#### **14 Assignment and Sub-contracting**

**14.1** The Supplier may not sub-contract or assign the whole or any part of the Agreement without the prior written consent of Stephens IT. Notwithstanding the above, the Supplier shall not be relieved of any of its obligations under the Agreement.

**14.2** Stephens IT may at its absolute discretion sub-contract, assign or otherwise transfer the whole or any part of the Agreement.

#### **15 Force Majeure**

**15.1** Neither the Supplier nor Stephens IT shall be liable for any expense, loss or damage resulting from delay or prevention of performance of the Agreement that is caused by fires, floods, acts of God, riots, thefts, accidents or any other cause whatsoever (but excluding for the avoidance of doubt any strikes, lock-outs or industrial action, by the employees or agents of the Supplier), provided that such failure or delay was beyond the control of the affected party (a 'Force Majeure Event').

**15.2** If the Force Majeure Event prevails for a continuous period in excess of 14 days, or periods which, when aggregated, are in excess of 14 days, after the date which the Force Majeure Event began, Stephens IT shall be entitled to terminate the Agreement immediately on notice to the Supplier.

#### **16 Conduct on Stephens IT Premises**

**16.1** The Supplier shall be responsible for the training of personnel to perform the Services and ensuring that they conform to the standards of hygiene, discipline and security that apply to Stephens IT staff.

**16.2** Stephens IT may require the Supplier to withdraw any person (whether employed by the Supplier or not) from working on Stephens IT premises at its sole discretion.

**16.3** Any of the Supplier's property brought onto Stephens IT premises will be at and will remain at the risk of the Supplier.

**16.4** When attending Stephens IT's premises or locations, the Supplier shall ensure that their employees, subcontractors and any other person acting on their behalf shall:

**16.4.1** adhere in every respect to the obligations imposed upon them by current legislation, in particular the Health and Safety at Work etc Act 1974; and

**16.4.2** comply with any policies, procedures, standards or instructions that Stephens IT may notify to the Supplier in writing.

#### **17 Termination and Consequences of Termination**

**17.1** If the Supplier commits a breach of its obligations under the Agreement which is not capable of remedy, or where capable of remedy does not remedy such breach within 14 days of written notice given to it by Stephens IT specifying such breach and requiring its remedy, then Stephens IT may terminate the Agreement by giving 7 days' notice in writing to the Supplier.

**17.2** Either party may terminate the Agreement immediately by notice in writing if any of the following

conditions are met:

**17.2.1** the other party proposes or enters any composition or other arrangement for the benefit of its creditors or a class of creditors;

**17.2.2** anyone takes any step towards winding up or dissolving the other party;

**17.2.3** anyone takes any other step towards appointing a trustee, supervisor, receiver, liquidator, administrator or similar officer or other encumbrancer of the other party or any of its assets;

**17.2.4** any person takes any step to take possession of or levy a distress or execution against any of the other party's assets;

**17.2.5** the other party stops carrying on business;

**17.2.6** any event analogous to any of the above happens in any jurisdiction;

**17.2.7** the other party is unable to pay its debts or admits it is unable to do so (within the meaning of section 123(1)(a), or of the Insolvency Act 1986 (without any need for the relevant party to prove it in court); or

**17.2.8** the value of the other party's assets are at any time less than the amount of its liabilities, taking into account its contingent and prospective liabilities.

**17.3** Stephens IT may terminate the Agreement immediately by notice in writing to the Supplier if the Supplier suffers a change of control as that term is defined in Sections 450 and 451 of the Corporation Tax Act 2010.

**17.4** These provisions are without prejudice to any other rights and remedies of Stephens IT under the Agreement or at law.

**17.5** Termination of the Agreement, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination. Clauses that, expressly or by implication, survive termination of the Agreement shall continue in full force and effect.

**17.6** Immediately on termination or other expiry of the Agreement, the licence granted by Stephens IT under Clause 5.3 shall cease and the Supplier shall have no further right to use Stephens IT Intellectual Property Rights.

#### **18 Audit and Reporting**

**18.1** The Supplier shall maintain complete and accurate records and supporting documentation relating to the performance of its obligations under the Agreement.

**18.2** The Supplier shall promptly make available to Stephens IT, upon Stephens IT's request, all and any information necessary for monitoring the Supplier's performance.

**18.3** The Supplier shall allow on reasonable notice any of Stephens IT staff and its internal and external auditors access to such information as may in the opinion of Stephens IT be necessary for audit purposes and Stephens IT may take copies of any such information.

#### **19 Notices**

**19.1** Any notice to be given under the Agreement shall be in writing and shall be delivered by hand or sent by prepaid first class recorded delivery post to the party to be served at that party's registered office from time to time marked for the attention of the Company Secretary of that party.

**19.2** Any such notice shall be deemed to have been served if delivered by hand, at the time of delivery; or if posted at



the expiration of 48 hours after the envelope containing the same shall have been put in the post.

#### **20 Waiver**

**20.1** Any failure or delay by Stephens IT in exercising any right, power or remedy that it might have under the Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it.

**20.2** Any waiver of a breach of, or default under, any of the terms of the Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

#### **21 Determination of Disputes**

**21.1** The parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of the Agreement.

**21.2** If, notwithstanding Clause 21.1, a dispute arises between Stephens IT and the Supplier in relation to any matter which cannot be resolved by local operational management, either party shall first refer the matter for determination by (i) the Commercial Director at Stephens IT his/her nominee, and (ii) the Managing Director of the Supplier.

#### **22 Rights of Third Parties**

**22.1** A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of the Agreement.

#### **23 Inducement**

**23.1** Neither the Supplier nor Stephens IT shall offer, give or agree to give to any employee of Stephens IT any gift or consideration of any kind as an inducement or reward for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement or any other contract or arrangement with Stephens IT that is intended to create an obligation which could give the Supplier an improper commercial advantage.

#### **24 Non-exclusivities**

**24.1** Nothing in the Agreement grants the Supplier any exclusivity in the supply of the Goods and Services to Stephens IT and Stephens IT may procure the supply of the Goods or Services or items similar to the Goods and Services from any third-party supplier it wishes at its sole discretion.

**24.2** Stephens IT shall have no obligation to purchase a minimum quantity of Goods and/or Services under this Agreement and, at its sole discretion may determine not to purchase any Goods and/or Services at all.

#### **25 Variation**

**25.1** Stephens IT shall have the right, before delivery, to send the Supplier an Order Amendment adding to, deleting or modifying the Goods, or Service to be provided. Where the Order Amendment will result in a change to the agreed price or delivery date the Supplier must notify Stephens IT without delay, calculating the new price and delivery date at the same level of cost and profitability as the original price. The Supplier must allow Stephens IT 10 Business Days to consider any new price and delivery date. The Order Amendment shall take effect when an Authorised Officer accepts in writing the new price and delivery date within the 10 Business Days stipulated. If an Authorised Officer fails

to confirm the Order Amendment within the 10 Business Days stipulated, then performance of the original Agreement shall immediately resume as though the said Order Amendment had not been issued. This will not affect Stephens IT's right of cancellation in accordance with Clause 11.5.

#### **26 Governing Law and Jurisdiction**

**26.1** The Agreement and any dispute or claim arising out of or in connection with it shall be governed and construed in accordance with the laws of England and subject to Clause 21, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement.

