

**TERMS AND CONDITIONS FOR THE PROVISION OF A NEW OR ALTERATION OF A UTILITY SERVICE TO DOMESTIC PREMISES****1. DEFINITIONS AND INTERPRETATION**

1.1 The following definitions apply in these Conditions:

<b>Additional Charges Application Form</b>	has the meaning given to it in clause 8.1; the application form submitted to GTC by the Customer requesting GTC to provide the Works;
<b>Additional Work Business Day</b>	has the meaning given to it in clause 8.1; a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
<b>Charges Conditions</b>	has the meaning given to it in clause 10.1; these terms and conditions as amended from time to time in accordance with clause 17.3;
<b>Contract</b>	the contract between GTC and the Customer for the supply of Works in accordance with these Conditions;
<b>Customer</b>	the person or firm who purchases Works from GTC as set out in the Application Form;
<b>Customer Default</b>	has the meaning set out in clause 6.5;
<b>Data Protection Legislation</b>	means: <ol style="list-style-type: none"> <li>if and to the extent that the UK GDPR (as defined in the Data Protection Act 2018) applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;</li> <li>if and to the extent that the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) applies, the law of the European Union or any member state of the European Union to each party is subject, which relates to the protection of personal data;</li> </ol>
<b>Force Majeure Event GTC</b>	has the meaning given to it in clause 14.1; GTC Infrastructure Limited registered in the Channel Islands with company number FC020169;
<b>GTC Materials</b>	has the meaning set out in clause 6.1.7;
<b>Intellectual Property Rights</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, right 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;
<b>Letter of Intent</b>	the letter of intent signed by the Customer and provided to GTC by the Customer as part of the Order;
<b>Order</b>	has the meaning given to it in clause 3.2;
<b>Order Confirmation</b>	has the meaning given to it in clause 3.5;
<b>Premises</b>	has the meaning given to it in the Quotation;
<b>Quotation</b>	the written quotation provided by GTC to the Customer in response to the Customer completing the Application Form;
<b>Works</b>	means those Works set out in the 'works carried out by GTC' section of the Letter of Intent and confirmed by GTC in the Order Confirmation.

- 1.2 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.3 Any words following the terms including, include or any similar expression, shall be construed as illustrated and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to writing or written includes email but not fax.
- 1.5 In these Conditions, termination shall mean termination or expiry as appropriate.

**2. CONTRACT**

- 2.1 The Contract is made up of the following:
  - the Quotation;
  - the Application Form; and
  - these Conditions.
- 2.2 If there is any conflict or ambiguity between the terms of the documents listed in clause 2.1, a term contained in a document higher in the list shall take priority over one contained in a document lower in the list.
- 3. BASIS OF CONTRACT**
- 3.1 The Customer has completed the Application Form and GTC has provided the Customer with the Quotation for the Works.
- 3.2 If the Customer wishes to proceed with the Quotation, the Customer must return the Letter of Intent to GTC by email to OneOffConnection@gtc-uk.co.uk quoting the Customer's job number together with the full payment of the amount shown in the Quotation (**Order**).
- 3.3 For the purposes of clause 3.2, payment will not be deemed to have been received by GTC until GTC's bank confirms that the payment from the Customer has cleared.
- 3.4 The Order constitutes an offer by the Customer to purchase the Works in accordance with the Contract.
- 3.5 The Order shall only be deemed to be accepted when GTC issues written acceptance of the Order (**Order Confirmation**) at which point and on which date the Contract shall come into existence.
- 3.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.7 The Quotation given by GTC shall not constitute an offer, and is only valid for a period of 60 days from its date of issue. Should the Customer wish to accept a Quotation after this period, GTC will have to prepare a revised costing.

**4. THE WORKS**

- 4.1 Subject to the terms and conditions set out below, GTC shall carry out the following Works as set out in the Order and (if applicable) as varied in accordance with clauses 8.1 and 10.3:
  - the installation or alteration of the location of the service(s) to the Premises and commission/energise the service(s);
  - any other works included in the Order Confirmation; and
  - the supply of all necessary materials in respect of the above.
- 4.2 If and to the extent that the Works relate to gas, GTC shall carry out:

- 4.2.1 the installation or removal and re-fixing of the gas meter installation at the Premises, provided that the existing meter installation at the Premises is suitable for re-fixing at the proposed location; and
- 4.2.2 the supply and fitting of a gas meter box (other than a built-in cavity meter box) at the Premises if required.
- 4.3 GTC shall:
  - use reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Works;
  - carry out the Works on GTC's normal working days between the hours of 08.00 and 17.00; and
  - having commenced the Works, complete the Works without undue delay (normally within 5 Business Days) unless delayed or prevented from doing so by events or circumstances beyond its reasonable control.
- 4.4 GTC shall be entitled to abort the Works for the day if there is anything in place at the time of visit to the Premises which GTC deems would make it unsafe to carry out the Works (including scaffolding).
- 4.5 If GTC aborts Works for the day in accordance with clause 4.4, it shall be entitled to charge the Customer the reasonable costs and expenses arising out of or in connection with GTC aborting the Works.
- 4.6 GTC reserves the right to amend any design or specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Works and GTC shall notify the Customer in any such event.
- 4.7 GTC warrants to the Customer that:
  - the Works will be provided using reasonable care and skill; and
  - the Works will be free from defects (except such as arises from user abuse or improper operation) for one year from the date of completion of the Works.
- 4.8 It is acknowledged and agreed that the new and/or altered utility assets forming part of the Works shall at all times belong to GTC.

**5. EXCLUSIONS**

- 5.1 It is acknowledged and agreed that the following are not included in the Works:
  - the matching of any permanent reinstatement of drives, paths and other surfaces to the surface, colour or materials before the Works were carried out;
  - the reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind;
  - the making good of plasterwork, cosmetic surfaces, decorative finishes and the like other than damage caused by negligent or defective workmanship of GTC which shall be made good by GTC at no additional cost to the Customer;
  - if and to the extent that the Works relate to gas:
    - the fitting of a cavity gas meter box, which must be carried out by the Customer prior to commencement of the Works when the Works involve the removing and re-fixing of a meter installation at the Premises and the Customer wishes to have a cavity meter box;
    - the re-fixing of the gas meter installation at the Premises where the existing gas meter installation at the Premises is not suitable for re-fixing at the proposed location;
    - any work (including cross bonding) on the outlet side of the gas meter;
  - if and to the extent that the Works relate to electricity:
    - the installation or alteration of an electricity meter box and hockey stick
    - the installation of an electricity meter (which must be completed by a registered supplier)
  - if and to the extent that the Works relate to water:
    - [TBC]
  - if and to the extent that the Works relate to fibre:
    - [TBC]

**6. INFORMATION AND ACCESS**

- 6.1 The Customer shall:
  - provide complete and accurate information in the Application Form and the Order;
  - provide GTC with such information and materials as GTC may reasonably require in order to supply the Works, and ensure that such information is complete and accurate in all material respects;
  - co-operate with GTC in all matters relating to the Works;
  - prior to the commencement of the Works, obtain any necessary licences, permissions and consents for the service(s) to be provided as part of the Works to cross land or property not belonging to the Customer (other than public highways) and GTC will on request provide without charge an acceptable precedent standard form of consent/wayleave that the Customer may wish to use;
  - provide GTC, its employees, agents, consultants and subcontractors, with access to the Premises and other facilities as reasonably required by GTC;
  - prior to commencement of the Works, ensure that any built-in cavity meter box (when the Works involve the removing and re-fixing of a meter installation at the Premises and the Customer wishes to have a built-in cavity meter box) has been fully fitted; and
  - keep all materials, equipment, documents and other property of GTC and its subcontractors (**GTC Materials**) at the Premises in safe custody at its own risk, maintain GTC Materials in good condition until returned to GTC and not dispose of or use GTC Materials other than in accordance with GTC's written instructions or authorisation.
- 6.2 GTC shall be entitled to assume:
  - that, where the Works involve the provision of new service(s) to the Premises, GTC's mains records are accurate and up to date;
  - that, where the Works involve the alteration of the existing service to the Premises, the existing service(s) to the Premises does not cross third party land (other than a public highway) and that the altered route of the service(s) to the Premises will not cross third party land (other than a public highway);
  - that, where the Works involve the alteration of the existing service(s) to the Premises, the altered service(s) to the Premises can follow, without any obstruction and without crossing bridges, tunnels or other such similar civil engineering works, the shortest direct route from the location of the existing service(s) (immediately prior to the point of alteration) to the termination point of the altered service(s);
  - that, unless the Quotation indicates to the contrary, the Premises do not form part of a multi-storey property;
  - that the Works do not form part of a request for an increased load;
  - in the event that the Customer indicates to GTC that it will carry out excavation works itself prior to GTC arriving at the Premises, that such excavator's work will be carried out in accordance with the Application Form or such other written instructions as GTC may provide the Customer with from time to time;

- 6.2.7 that the new location of the meter (if any) as requested by the Customer complies with all relevant laws and regulations; and
- 6.2.8 that the existing meter installation at the Premises is suitable for re-fixing at the proposed location.
- 6.3 Following its arrival at the Premises to carry out the Works, GTC shall carry out an inspection to confirm, so far as practical, that the assumptions set out in clause 6.2 and the information provided by the Customer in the Application Form and Order are correct. If the assumption set out in clause 6.2.1 is incorrect and, as a result, additional work is necessary to complete the Works as contemplated by clause 8.1.4, then the provisions of clause 10.3 shall apply.
- 6.4 If and to the extent that the Works relate to gas, where GTC has re-fixed the gas meter installation and the capping of the meter outlet, the re-connection of the meter outlet to the existing installation pipework at the Premises shall be arranged by the Customer.
- 6.5 Without affecting any other right or remedy available to GTC, if GTC's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 6.5.1 without limiting or affecting any other right or remedy available to it, GTC shall have the right to suspend performance of the Works until the Customer remedies the Customer Default and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case if and to the extent that the Customer Default prevents or delays GTC's performance of any of its obligations;
- 6.5.2 GTC shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from GTC's failure or delay to perform any of its obligations as set out in this clause 6.5; and
- 6.5.3 the Customer shall reimburse GTC on written demand for any costs or losses sustained or incurred by GTC arising directly or indirectly from the Customer Default.
- 7. EASEMENTS**
- 7.1 GTC must be granted legal rights over all of its equipment to secure future ownership and maintenance abilities for the continued supply of electricity, water, gas and/or fibre. Where this equipment is to remain within private land, GTC will need to obtain its legal rights from the landowner (and developer if different). To ensure these legal rights are completed efficiently and at the earliest opportunity, the Customer must ensure that the legal representative of the landowner (or developer if different):
- 7.1.1 is instructed to act at the point that GTC issues the Order Confirmation;
- 7.1.2 responds to all correspondence received from GTC's legal representative without delay;
- 7.1.3 responds to all correspondence received from any other relevant third party such as the Distribution Network Operator's or any other statutory undertaker's legal representative, without delay; and
- 7.1.4 immediately advises GTC of any changes that may affect the legal rights (i.e. change in current ownership, or any amendment to cable and/or pipework positions).
- 7.2 It is acknowledged and agreed that it is the Customer's responsibility to obtain any rights and easements from the landowner to secure GTC's future ownership and maintenance over its utility assets.
- 8. VARIATIONS AND/OR ADDITIONAL WORK**
- 8.1 In the event that, in the reasonable opinion of GTC, variations are required to the Works and/or additional work is necessary to complete the Works (in each case, **Additional Work**) due to:
- 8.1.1 an event which was not reasonably foreseeable as at the date of the Order Confirmation; or
- 8.1.2 the Customer altering the requirements that it originally set out in the Order and/or the Application Form; or
- 8.1.3 incorrect or incomplete information is provided by the Customer in the Order and/or the Application Form; or
- 8.1.4 the assumption set out in clause 6.2.1 is incorrect,
- then GTC shall explain to the Customer the purpose and content of the Additional Work and the additional charges in respect of the Additional Work (**Additional Charges**) and the provisions of clause 10.2 shall apply and the Contract shall be deemed to have been varied provided that the Customer approves of the Additional Work and Additional Charges in writing.
- 8.2 In the event that the Customer fails to agree to the Additional Charges, GTC shall not be obliged to carry out the Additional Work, nor complete the Works, and GTC shall be entitled to terminate the Contract.
- 9. QUOTATION**
- 9.1 You should not incur any costs or expenses in connection with or in anticipation of the Works being carried out by GTC until the Works have been completed (unless such costs or expenses relate to the obtaining of any necessary consents for our cables/pipework to cross land or property you do not own or the fitting of a built-in cavity meter box at the Premises). You should avoid purchasing any gas, water and/or electricity appliances or having any internal copper pipework and/or any cabling (as the context requires) installed at the Premises until the Works have been completed.
- 9.2 The Quotation assumes that the proposed Works (excluding any connection in the public highway) will be in land under your ownership. The Quotation does not include the provision of easements or wayleaves necessary to convey our pipework and/or cables through property/land you do not own. The cost of an easement to accommodate GTC's legal fees will be confirmed if required. Furthermore, the Customer is reminded that any third party land owner legal fees will also require to be paid by the Customer.
- 9.3 IF AND TO THE EXTENT THAT THE WORKS RELATE TO GAS, PLEASE NOTE THAT GTC AND/OR ITS CONTRACTORS WILL NOT BE RESPONSIBLE FOR ANY METER OUTLET/INTERNAL COPPER PIPEWORK. THIS IS THE RESPONSIBILITY OF THE HOUSEHOLDER AND THE WORK WILL NEED TO BE CARRIED OUT BY A GAS SAFETY REGISTERED INSTALLER.
- 9.4 Please note that GTC cannot prepare any walls for cavity meter boxes. This will need to be completed prior to GTC attending the Premises.
- 9.5 If and to the extent that the Quotation is for electricity, the price given in the Quotation is inclusive of a meter box only and it is the Customer's responsibility to obtain and have an electricity meter fitted.
- 9.6 If and to the extent that the Works relate to gas services:
- 9.6.1 the price given in the Quotation is inclusive of a meter and meter box;
- 9.6.2 for any Medium Pressure service, your chosen new meter position must be greater than 1 meter from any opening, i.e. window or door;
- 9.6.3 Gas Pipeline Safety Regulations stipulate that gas services should be as short as practicable having a direct route to the gas main and perpendicular from the nearest elevation of the building; and
- 9.6.4 for any Low Pressure service, the meter box should be a minimum of at least 150mm from any windows/doors.
- 10. CHARGES AND PAYMENT**
- 10.1 Subject to clause 8, the charges shall be the amount set out in the Quotation (**Charges**).
- 10.2 The Customer shall make payment (including VAT when applicable) of the Charges in accordance with the methods set out in the Quotation.
- 10.3 Any Additional Charges shall be agreed with the Customer in advance of the Additional Work being carried out and shall be the additional cost to GTC (plus VAT where applicable) incurred as a result of carrying out the Additional Work. The Customer must make payment for the Additional Charges within 30 days of the date of GTC's invoice in the same manner as the Charges are paid as set out in the Quotation.
- 11. LIABILITIES**
- 11.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 11.1.1 the Charges in the case of the Customer;
- 11.1.2 death or personal injury caused by negligence;
- 11.1.3 fraud or fraudulent misrepresentation;
- 11.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
- 11.1.5 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- 11.2 Nothing in this clause 11 shall limit the Customer's payment obligations under the Contract.
- 11.3 Subject to clause 11.1, GTC shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 11.3.1 economic loss;
- 11.3.2 loss of agreements or contracts;
- 11.3.3 loss of anticipated savings;
- 11.3.4 loss of or damage to goodwill;
- 11.3.5 loss of use or corruption of software, data or information;
- 11.3.6 liability for the cost of any gas, water, fibre and/or electricity appliances purchased by the Customer or any internal pipework and/or internal cabling installed at the Premises in anticipation of the Works being completed; and/or
- 11.3.7 any indirect or consequential loss.
- 11.4 Subject to clause 11.1, GTC's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited in respect of all claims (connected or unconnected) to the equivalent of the total charges paid or payable by the Customer under the Contract.
- 11.5 GTC has given commitments as to compliance of the Works with relevant specifications in clause 4.3 and clause 4.7. In view of these commitments, the terms implied by sections 3, 4, 5, 13, 14 and 15 of the Supply of Goods and Services Act 1982 and sections 13 to 15 (inclusive) of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 12. TERMINATION**
- 12.1 Without affecting any other right or remedy available to it, GTC may terminate the Contract by giving the Customer six months' written notice.
- 12.2 Without affecting any other right or remedy available to it, GTC may terminate the Contract with immediate effect if the Works have not commenced within six months of the date of the Order Confirmation.
- 12.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.3.1 the other party commits a material breach of any term of Contract and (if such a breach is remediable) fails to remedy that breach within ten days of that party being notified in writing to do so; or
- 12.3.2 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.
- 12.4 Without affecting any other right or remedy available to it, GTC may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:
- 12.4.1 fails to pay any amount due under the Contract on the due date for payment;
- 12.4.2 is the subject of a bankruptcy petition, application or order; or
- 12.4.3 the Customer's financial position deteriorates to such an extent that GTC's opinion the Customer's capability to adequately fulfil its obligations under the Contract have been placed in jeopardy; or
- 12.4.4 the circumstances in clause 4.4 arise.
- 12.5 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to GTC if GTC:
- 12.5.1 takes any step or action in connection with GTC entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), apply to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 12.5.2 suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 12.6 Without affecting any other right or remedy available to it, GTC may suspend the supply of Services under the Contract or any other contract between the Customer and GTC if:
- 12.6.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 12.6.2 the Customer fails to comply with any part of clauses 6.1.1 to 6.1.7 (inclusive); or
- 12.6.3 the information provided by the Customer in the Order and/or one or more of the assumptions set out in clauses 6.2.2 to 6.2.8 (inclusive) is incorrect and the Customer did not draw this to GTC's attention at the time of placing the Order; or
- 12.6.4 the Customer becomes subject to any of the events in clause 12.4.2 and/or clause 12.4.3, or GTC reasonably believes that the Customer is about to become subject to such an event.
- 13. CONSEQUENCES OF TERMINATION**
- 13.1 Except as set out in clause 13.2, on termination of the Contract:
- 13.1.1 the Customer shall immediately pay to GTC all of GTC's outstanding unpaid invoices (if any) and interest and, in respect of Works supplied (including Additional Work) by GTC for which no invoice has been submitted, GTC shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 13.1.2 the Customer shall return all of the GTC Materials and if the Customer fails to do so, then GTC may enter the Premises and take possession of them and until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose.
- 13.2 If the Customer terminates the Contract, it must pay to GTC all costs (including VAT where applicable) reasonably incurred by GTC directly and foreseeably up to or as a result of the Customer's termination except where the Contract is terminated pursuant to clauses 12.3.1 (in the case of GTC's material breach only), 12.3.2 (in the case of GTC's repeated breach only), 12.5.1, 12.5.2 or where the Customer fails to agree to any Additional Charges resulting from the assumption set out in clause 6.2.1 being incorrect and in such cases, GTC shall refund to

the Customer all payments made by the Customer to GTC in relation to the Works at the time of termination and shall reimburse the Customer for any reasonable costs and expenses incurred by the Customer in complying with its obligations under clauses 6.1.4 and 6.1.6 (except for any such costs and expenses required to be incurred by the Customer pursuant to a contract entered into with a third party for works the same as, or equivalent to, the Works following termination).

- 13.3 If GTC terminates the Contract, GTC shall refund to the Customer any part of the payment(s) made by the Customer to GTC which has not been reasonably expended or committed by GTC in relation to the Works at the time of termination.
- 13.4 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

#### 14. FORCE MAJEURE

- 14.1 **Force Majeure Event** means any circumstance not within GTC's reasonable control including:
- 14.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 14.1.2 epidemic or pandemic ;
- 14.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 14.1.4 nuclear, chemical or biological contamination or sonic boom;
- 14.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- 14.1.6 collapse of buildings, fire, explosion or accident;
- 14.1.7 national emergency;
- 14.1.8 malicious damage or theft;
- 14.1.9 any labour or trade dispute, strikes, industrial action or lockouts;
- 14.1.10 non-performance by suppliers or subcontractors; and/or
- 14.1.11 interruption or failure of utility service.
- 14.2 If GTC is prevented, impeded, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, GTC shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.3 The corresponding obligations of the Customer will be suspended, and its time for performance of such obligations extended, to the same extent as those of GTC.
- 14.4 If the Force Majeure Event prevents, impedes, hinders or delays GTC's performance of its obligations for a continuous period of more than eight weeks, the Customer may terminate the Contract by giving four weeks' written notice to GTC.
- 14.5 The provisions of this clause 14 shall apply whether or not a Force Majeure Event was foreseeable as at the date of the Order Confirmation.

#### 15. CONFIDENTIALITY

- 15.1 The Customer undertakes that it shall not at any time during the term of the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, other customers, clients or suppliers of GTC or of any member of the group of companies to which GTC belongs and all other information of a confidential nature, except as permitted by clause 15.2.
- 15.2 The Customer may disclose GTC's confidential information:
- 15.2.1 to its representatives or advisers who need to know such information for the purposes of exercising the Customer's rights or carrying out its obligations under or in connection with the Contract and the Customer shall ensure that its representatives or advisers to whom it discloses the GTC's confidential information materially comply with this clause 15; and
- 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 The Customer shall not use GTC's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

#### 16. ENTIRE AGREEMENT

- 16.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 The Customer acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 16.3 The Customer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 16.4 Nothing in this clause shall limit or exclude any liability for fraud.

#### 17. GENERAL

- 17.1 GTC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 17.3 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.4 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 17.5 All Intellectual Property Rights in or arising out of or in connection with the Works shall be owned by GTC.
- 17.6 Each party shall comply with its obligations under the Data Protection Legislation if and to the extent that the Data Protection Legislation applies to the Contract.

#### 18. COMPLAINT HANDLING AND DISPUTE RESOLUTION

- 18.1 A copy of the GTC Complaint Handling and Dispute Resolution Code of Practice BK-CSRIG-0036 can be obtained from GTC, Synergy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk IP30 9UP or via GTC's website at <http://www.gtc-uk.co.uk>.

#### 19. GOVERNING LAW AND JURISDICTION

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

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