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1. Individual Agreement

- 1.1 The following comprises an Individual Agreement between the Customer and LOGISTICS UK. These are in order of priority if there are inconsistencies;
- 1.1.1 The Service Agreement (including any schedules, annexures or the like) in relation to the specific Services being purchased by the Customer;
 - 1.1.2 The Vision Terms of Use (where relevant);
 - 1.1.3 These standard terms and conditions.
- 1.2 All of the above are intended to be legally binding on the Parties and no other terms and conditions shall apply including those issued by the Customer to LOGISTICS UK.
- 1.3 An Individual Agreement is formed upon the Customer signing the Service Agreement or where the Customer has not signed a relevant Service Agreement but has:
- 1.3.1 accepted the provision of Services from LOGISTICS UK; or
 - 1.3.2 provided LOGISTICS UK with a Purchase Order relevant to the Services
- 1.4 an Individual Agreement will be deemed to have formed from the date the Services commenced or the date the Purchase Order was sent (respectively).

2 Definitions

“Associate/s”	approved third-party contractors operating on behalf of LOGISTICS UK and/or its Group companies which are also referenced under the definition of Employees.
“Authorised Users”	those employees, officers, agents and independent contractors of the Customer who are authorised by LOGISTICS UK and the Customer to access the Services via Vision or otherwise;
“Bribery Act 2010”	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
“Business Day”	any day other than a Saturday or Sunday or an official public or bank holiday in England;
“Charges”	the charges for the Services which the Customer is liable to pay LOGISTICS UK in relation to a relevant Individual Agreement;
“Contract Manager”	the person named in the Service Agreement as the Contract Manager and any replacement from time-to-time;
“Control”	as defined by section 450 of the Corporation Tax Act 2010;
“Customer”	the Party indicated in the Service Agreement who is the recipient of the Services;
“Data Controller”	has the meaning given to it in the Data Protection Legislation;
“Data Processor”	has the meaning given to it in the Data Protection Legislation;
“Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018, General Data Protection Regulation ((EU) 2016/679; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and any additional or replacement Law from time to time relating to the processing and protection of personal data or anything similar of individuals and privacy.
“Data Subject”	has the meaning given to it in the Data Protection Legislation;
“Developments”	shall have the meaning of system enhancements or notable changes either requested by the Customer or necessary for the operation of the Services.
“Dispute Notice”	a written document transferred by one Party to another stating conflict or controversy; a conflict of claims or rights; an assertion of a right, claim, or demand on one side, met by contrary claims or allegations on the other.
“Dispute”	A conflict or controversy; a conflict of claims or rights; an assertion of a right, claim, or demand on one side, met by contrary claims or allegations on the other.

“Employee”	In relation to a Party or its contractors or other agents: any individual genuinely appointed or otherwise engaged by that firm or other organisation as an officer, employee, worker, consultant, trustee, elected member, member of any partnership, agent, intern, seconded person, volunteer, adviser or contractor (or anything similar to these).
“Force Majeure”	A failure by the Customer to provide any Customer Assistance indicated in section 9 of the standard terms and conditions and/or the Service Agreement and any cause affecting the performance by a Party of its obligations under a relevant Individual Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including (but not limited to) acts of God, riots, war, acts of terrorism, fire, epidemic/pandemic, severe weather conditions, flood, storm or earthquake and any disaster, compliance with Law, order, rule, regulation of any government or other authority, acts of government or any other authority or shortages of labour or inability to obtain supplies;
“Good Industry Practice”	the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a professional skilled and experienced in the supply of services similar to the Services under the same or similar circumstances as those applicable to a relevant Individual Agreement.
“Group Companies”	means in relation to a company, any subsidiary and any holding company, together with any subsidiary of that holding company. Each company in the group is a member of the Group;
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000.
“Intellectual Property Rights”	patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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;
“Key Personnel”	those persons named in the Service Agreement as being key personnel and any replacement from time-to-time.
“Law”	any applicable Act of Parliament, sub-ordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body;
“LOGISTICS UK”	Freight Transport Association Limited t/a Logistics UK
“Modern Slavery Act 2015”	the Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
“Normal Business Hours”	Except where specified differently in a Service Agreement shall be 9.00 am to 5.00 pm local UK time, each Business Day.
“Party”	either the Customer or LOGISTICS UK, and “Parties” shall mean both of them;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Purchase Order”	a document in a form (whether electronic or otherwise) provided by the Customer to LOGISTICS UK indicating the Services being purchased and the approximate total value thereof under a relevant Individual Agreement whether to be delivered in full or by call-off.
“Quality Standards”	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation, a relevant professional, accreditation or authorisation body, or other reputable or equivalent body (and their successor bodies) where such quality standards are relevant to the Services;
“Service Agreement”	a document (including any attachments, schedules, appendices or the like to that document) in a form (electronic or otherwise) substantially similar to the template produced by LOGISTICS UK from time to time which indicates with sufficient clarity the Services which LOGISTICS UK must provide under a relevant Individual Agreement and which when agreed by the Parties, forms part of the relevant Individual Agreement entered between them;
“Services”	the services that LOGISTICS UK must provide under a relevant Individual Agreement and as more particularly described in a relevant Service Agreement;
“Software”	the online software applications provided by LOGISTICS UK as part of the Services;

“Special Terms and Conditions”	are non-standard terms and conditions agreed between the Parties and detailed in the Service Agreement;
“Term”	means the duration of a relevant Individual Agreement and any subsequent renewal periods;
“TUPE”	The Transfer of Undertakings (Protection of Employment) Regulations (2006) and the European Council Directive 77/187/EEC as these may be amended;
“User”	means an individual who uses the Services at the direction of the Customer;
“VAT”	means value-added tax;
“Virus”	any computer device, software, code, file or programme which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses and other similar things or devices.
“Vision Terms of Use”	means the terms and conditions relating to the Customer's use of Vision;
“Vision”	means the Vision software platform provided as part of the Services by LOGISTICS UK to the Customer under a relevant Individual Agreement.

3 Provision of Services

- 3.1 The Customer is not bound to purchase, and LOGISTICS UK is not bound to supply any minimum number of Services, nor are the Parties obliged to deal with each other on an exclusive basis, unless indicated otherwise in the Service Agreement.
- 3.2 Any relevant KPIs, service levels, milestones (or anything similar to any of these) (**‘Performance Indicators’**) shall be stipulated within the Service Agreement should the Customer require them to be contractually binding. Any Performance Indicators communicated outside of the Service Agreement in relation to the Services shall be estimates only and LOGISTICS UK will use best endeavours to meet such requirements.
- 3.3 Unless otherwise stated in the Service Agreement the Services shall be delivered on a Business Day and during Normal Business Hours.

4 Warranties and Representations

- 4.1 LOGISTICS UK warrants to the Customer that in the performance of the Services it shall exercise Good Industry Practice and shall adhere to any Quality Standards where such standards are applicable.
- 4.2 Where Special Terms and Conditions are indicated in the Service Agreement, LOGISTICS UK warrants that these will be met.
- 4.3 Any Software will be provided free of all Viruses at the point of creation. The Customer is responsible for virus scanning at the point of installation.
- 4.4 LOGISTICS UK warrants that:
- 4.4.1 it will comply with all applicable laws relating to anti-slavery and human trafficking from time to time in force, including but not limited to the Modern Slavery Act 2015 and in providing the Services it will comply with any anti-slavery and human trafficking policies, procedures or guidelines which the Customer may provide from time to time;
- 4.4.2 it will not engage in any activity, practise or conduct which could contravene the Bribery Act 2010 or which could cause LOGISTICS UK to contravene the Bribery Act 2010 and in providing the Services it will comply with any anti-bribery policies, procedures or guidelines which the Customer may provide from time to time.
- 4.4.3 it will, where the Customer is a Public Authority as defined under the Freedom of Information Act 2000 provide the Customer with all necessary assistance and cooperation as reasonably requested by the Customer to enable it to comply with its obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (SI 2004/3391).
- 4.5 In any case, LOGISTICS UK will comply with the standards and other requirements of relevant Law applying to the relevant activities in carrying out the Services. This is a paramount obligation and overrides anything to the contrary elsewhere in a relevant Individual Agreement.

5 Duration

- 5.1 The commencement and expiry of an Individual Agreement shall be indicated in the Service Agreement ('Term').
- 5.2 Neither Party shall have a right to give notice to terminate an Individual Agreement for convenience under clause 13.1.1 within the first 3 months from the commencement of an Individual Agreement ('Minimum Term'). This being without limitation to a Party's right to terminate during the Minimum Term for reasons indicated elsewhere in these terms and conditions.
- 5.3 Unless otherwise indicated in the Service Agreement, an Individual Agreement will automatically renew on expiry of the Term for successive 12 month periods unless either Party gives to the other a notice to terminate the relevant Individual Agreement under clause 13.1.1.
- 5.4 Unless otherwise indicated in the Service Agreement, LOGISTICS UK may increase or adjust the basis for calculating the Charges for the relevant Services with effect from the start of each renewal Term by giving the Customer no less than 30 days written notice.

6 Personnel

- 6.1 The Parties shall ensure that appropriately qualified and experienced professional and clerical staff will be deployed as necessary for the proper delivery and receipt of the Services including (without limitation) any Key Personnel specified in the Service Agreement.
- 6.2 Any intended changes to Key Personnel shall be notified to the other Party in and must be agreed in writing pursuant to clause 25. Any replacements of Key Personnel shall be of at least equal status or equivalent experience and skill level to the Key Personnel being replaced and should be suitable for the responsibilities of that person in relation to the Services. Where these requirements have been met, consent to the requested change by the receiving Party should be granted and in any case, should not be unreasonably withheld.
- 6.3 The Parties shall ensure that the Employees involved in the provision and receipt of the Services are properly and sufficiently instructed in relation to:
 - 6.3.1 all relevant policies, rules, procedures and standards shared or disclosed by either Party as part of the Individual Agreement; and
 - 6.3.2 all relevant rules, procedures and statutory requirements concerning health and safety.
- 6.4 Where specified in the Service Agreement a Party shall employ a competent and authorised Contract Manager empowered to act on its behalf for all purposes connected with the delivery of the Individual Agreement.
- 6.5 A Party shall provide reasonable notice to the other Party of its intention to change the person appointed as Contract Manager, such change being at discretion.

7 Calculation of Charges

- 7.1 The amount or calculation of the Charges which the Customer is required to pay LOGISTICS UK under a relevant Individual Agreement will be set out in the Service Agreement.
- 7.2 All Charges payable by the Customer under a Service Agreement are exclusive of VAT unless otherwise indicated. Where any taxable supply for VAT purposes is made under a Service Agreement the Customer shall, on receipt of a valid VAT invoice from LOGISTICS UK, pay to LOGISTICS UK such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.3 LOGISTICS UK reserves the right to make routine changes to the Charges annually on the 1 April each year by the same percentage increase (if any) as that between the then-most recently published UK Consumer Price Index figure and that same figure but as published 12 months previously to that figure.
- 7.4 Information and data which is to be transmitted digitally from the Customer to LOGISTICS UK shall follow the specification defined within the Service Agreement including but not limited to; timeliness, format, and volume. Changes to the agreed specification as requested by the Customer may incur additional Charges at LOGISTICS UK's discretion.
- 7.5 LOGISTICS UK will have the right to make non-routine changes to the Charges where this is indicated in the Service Agreement. This may include but is not limited to changes relating to; increases in commodity prices (e.g. the cost of fuel), fluctuations in exchange rates, excise and duty tariffs.
- 7.6 Any right for LOGISTICS UK to claim and the Customer to pay expenses will be indicated in the Service Agreement.

8 Invoice and Payment

- 8.1 Upon entering an Individual Agreement and unless the Service Agreement indicates otherwise, the Customer shall supply a Purchase Order for the approximate total value of the Services which are to be provided under the relevant Individual Agreement. Purchase Orders should be attached as a PDF file and emailed to creditcontrol@logistics.org.uk unless otherwise stated in the Service Agreement.
- 8.2 Failure by the Customer to provide a Purchase Order before the proposed start date for the provision of the Services may result in the relevant Service being delayed until the Purchase Order has been received.
- 8.3 Unless the Service Agreement states otherwise, all Customers not billed annually will normally be invoiced no later than 7 days beyond the end of the month during which the Services have been delivered. This being without prejudice to LOGISTICS UK's right to issue invoices beyond this timeframe.
- 8.4 Customers who pay annually shall be invoiced on or around the commencement of an Individual Agreement.
- 8.5 Unless the Service Agreement states otherwise, the Customer shall pay each invoice within 30 days of the date it was issued.
- 8.6 If following receipt of an invoice the Customer (acting reasonably and in good faith) provides LOGISTICS UK with notice that there is a Dispute concerning the invoice the Customer shall, where the Dispute relates to part of an invoice, pay the undisputed part of the invoice (together with any other undisputed outstanding invoices) in accordance with the Individual Agreement.
- 8.7 If the Customer wishes to raise a Dispute in relation to an invoice issued by LOGISTICS UK it must provide Notice in writing setting out the elements of the invoice which are disputed and the reasons as to why such elements are disputed within **30 days** following the submission of the invoice by LOGISTICS UK. Any disputed invoice not communicated within this timescale will be deemed to be valid and payable by the Customer.
- 8.8 If the Customer fails to make a payment due under an Individual Agreement by the due date, then, without limiting LOGISTICS UK's rights or remedies, LOGISTICS UK is entitled to claim interest on the overdue sum from the due date until payment of the overdue sum. Interest under this will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. The exception to this will be where the payment is subject to a genuine Dispute which the Customer is using reasonable and genuine efforts to resolve.
- 8.9 All amounts payable under an Individual Agreement by the Customer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Law).

9 Risk and Ownership of Goods

- 9.1 Risk in any goods provided as part of the Services shall, without prejudice to any other rights or remedies of LOGISTICS UK, pass to the Customer at the time of delivery.
- 9.2 Ownership in any goods provided as part of the Services shall, without prejudice to any other rights or remedies of LOGISTICS UK, pass to the Customer at the time of payment for the relevant Services. Until payment has been made by the Customer the goods should be stored separately and clearly marked as the property of LOGISTICS UK.

10 Customer Assistance

- 10.1 The Customer agrees that the performance of the Services by LOGISTICS UK may be dependent upon the Customer providing LOGISTICS UK with such Information and assistance as may reasonably be required from time to time and which may include access to the Customer's premises, vehicles, and operational documentation ('**Customer Assistance**').
- 10.2 Any specific or unusual Customer Assistance (assistance which is not obviously required to enable LOGISTICS UK to provide the Services) shall be set out in the Service Agreement and may be subject to additional Charges under clause 7.5. The Customer acknowledges that a failure to provide Customer Assistance will be deemed a Force Majeure event under section 11.
- 10.3 Information provided by the Customer to LOGISTICS UK that is provided in draft shall not be relied upon by LOGISTICS UK, who recognises that such Information may be subject to Change.

11 Force Majeure

- 11.1 Neither Party shall be liable for failure to perform its obligations under an Individual Agreement if such failure results from Force Majeure.

- 11.2 If LOGISTICS UK is prevented from carrying out its obligations by the circumstance of Force Majeure, LOGISTICS UK shall be entitled to totally or partially (at its discretion) suspend the performance of the Services until the circumstances of the Force Majeure have ceased. LOGISTICS UK must promptly resume the Services after the relevant activities are no longer substantially and directly disrupted by any Force Majeure event.
- 11.3 The suspension shall not give rise to any claim by the Customer against LOGISTICS UK nor entitle the Customer to terminate the Contract subject to clause 11.4.
- 11.4 If the event of Force Majeure continues for more than two months either Party may give written Notice to the other to terminate the Individual Agreement immediately or on a set termination date.

12 Termination Events

- 12.1 Without affecting any other right or remedy available to it, either Party may terminate an Individual Agreement with immediate effect by giving written Notice to the other Party if any of the following occur ('**Termination Event**'):
- 12.1.1 the other Party commits a material breach of an Individual Agreement and the breach is irremediable or (if such breach is remediable) fails to remedy that breach within **14 days** after being notified in writing to do so;
 - 12.1.2 the other Party repeatedly breaches any of the terms of an Individual Agreement 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 those terms;
 - 12.1.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 12.1.4 the other Party commences negotiations with all or any class of its creditors to reschedule any of its debts, or makes a Proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - 12.1.5 a petition is filed, a notice is given, a resolution is passed, or a court order is made, for or in connection with the dissolving of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - 12.1.6 an application is made to court, or a court order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;
 - 12.1.7 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
 - 12.1.8 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
 - 12.1.9 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business relevant to the Individual Agreement unless the suspension is invoked under a valid clause for suspension or withheld Services.
- 12.2 The following will be a Termination Event of the Customer entitling LOGISTICS UK to terminate an Individual Agreement with immediate effect by giving written Notice, if and for so long as:
- 12.2.1 Any liability owed by the Customer to LOGISTICS UK in connection with an Individual Contact is overdue.
 - 12.2.2 The relevant liability is not subject to a genuine dispute which the Customer is using reasonable and genuine efforts to attempt to resolve.
 - 12.2.3 The Customer has no contractual or other rights to refuse and/or to delay payment of the relevant liability.
 - 12.2.4 The liability (or any part of it) must still be overdue for more than 30 days after LOGISTICS UK has issued a further demand for payment.

13 Termination for Convenience

- 13.1.1 Subject to clause 5.2 either Party shall have the right to terminate an Individual Agreement in the absence of a Termination Event by providing to the other no less than 3 months written Notice unless such rights as provided in this clause 13.1.1 are expressly modified or waived within the relevant Service Agreement.
- 13.1.2 Where notice to terminate a relevant Individual Agreement has been given under this clause 13 by the Customer, LOGISTICS UK will not be liable to refund any Charges which have been prepaid by the Customer.
- 13.1.3 Where notice to terminate a relevant Individual Agreement has been given under this clause 13 by LOGISTICS UK, any Charges which have been prepaid by the Customer will be refunded in respect of the period which the Customer has not received the Services to which the Charges relate. Such refund taking place within 60 days from the termination date of the relevant Individual Agreement.

14 Contract End

- 14.1 On the expiry of a relevant Individual Agreement or its earlier termination according to these terms and conditions ('Contract End') the rights, powers, obligations, liabilities, prohibitions and restrictions (or anything similar to any of these) of the Parties in connection with a relevant Individual Agreement shall discontinue subject to clause 14.2.
- 14.2 At Contract End the following rights, powers, obligations, liabilities, prohibitions and restrictions (or anything similar to any of these) of the Parties to a relevant Individual Agreement (and/or those of any third parties with rights under it) shall continue until they are completed, until they expire, or indefinitely, as relevant (to be read independently):
 - 14.2.1 Those in connection with a relevant Individual Agreement which had already arisen or accrued on or before the Contract End.
 - 14.2.2 Those which relate to events or circumstances which are connected with a relevant Individual Agreement and which occurred on or before the date of the Contract End.
 - 14.2.3 Any interest accruing on any liabilities in connection with a relevant Individual Agreement which relate to events or circumstances which had already occurred or arisen on or before the date of the Contract End.
 - 14.2.4 Those in connection with a relevant Individual Agreement which are expressed (or which are reasonably implied) in a relevant Individual Agreement to continue after the date of the Contract End.
 - 14.2.5 Data held by Logistics UK shall not be retained longer than the mandatory retention period whether under the GDPR, legislatively, or stipulated by the Customer for audit purposes. Data retained any longer than this period shall be anonymised for aggregate analysis.
- 14.3 Where an Individual Agreement is terminated;
 - 14.3.1 all documents and equipment provided to the Customer by LOGISTICS UK shall be promptly returned to LOGISTICS UK by the Customer;
 - 14.3.2 all outstanding Charges shall become payable immediately; and
 - 14.3.3 all Services which have been provided but for which no Charges have been invoiced shall be invoiced by LOGISTICS UK and will become immediately payable by the Customer.

15 Non-Solicitation

- 15.1 The Customer shall not (except with the prior written consent of LOGISTICS UK) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of LOGISTICS UK any person employed or engaged by LOGISTICS UK in the provision of the Services at any time during the Term of an Individual Agreement or for a further period of 12 months after the termination of an Individual Agreement other than using a national advertising campaign open to all and not specifically targeted at any of the staff of LOGISTICS UK.

16 Intellectual Property

- 16.1 All Intellectual Property Rights relating to the Services, whether registered or unregistered, made available to the Customer for use in connection with the Services, are and shall remain the sole and exclusive property of LOGISTICS UK (or LOGISTICS UK's licensors) and/or its Group Companies and nothing in these terms and conditions constitutes an assignment or waiver of LOGISTICS UK's Intellectual Property Rights.
- 16.2 Subject to the Customer's full compliance with these terms and conditions, LOGISTICS UK hereby grants the Customer, for the duration of the Individual Agreement, a non-exclusive, non-transferable, non-sublicensable, fully

revocable, limited license to use the Intellectual Property Rights contained in the Services, solely for the Customer's enjoyment of the Services.

- 16.3 LOGISTICS UK (and/or its Group Companies) reserves the right to copy, reproduce, modify, display, translate, transfer, implement, and exploit the aggregation of anonymised data to provide industry benchmarking.
- 16.4 Any notes, messages, e-mails, postings, letters containing ideas, suggestions, concepts, feedback or other written materials which a Customer or User submit or communicate to LOGISTICS UK concerning Developments shall be the sole and exclusive property of LOGISTICS UK and/or its Group Companies and the Customer hereby assigns to LOGISTICS UK and shall procure that a User assigns to LOGISTICS UK, with full title guarantee by way of present assignment of future rights and free from all Third Party Rights, all such Intellectual Property Rights contained in any Developments.

17 Dispute Resolution

- 17.1 If a Dispute arises out of or in connection with an Individual Agreement or the performance, validity or enforceability of it then, except as expressly provided in a Service Agreement, the Parties shall follow the procedure set out in this clause:
- 17.1.1 either Party shall give to the other written Notice of the Dispute, setting out its nature and full particulars ('**Dispute Notice**'), together with relevant supporting documents. On disclosure of the Dispute Notice, a representative from each of LOGISTICS UK and the Customer shall attempt in good faith to resolve the Dispute;
- 17.1.2 if the Parties are for any reason unable to resolve the Dispute in accordance with this clause within thirty (30) days of the Dispute Notice, the Dispute shall be referred to representatives of LOGISTICS UK and the Customer at board director level; and
- 17.1.3 if the Parties are still for any reason unable to resolve the Dispute within thirty (30) days of it being referred to board director level, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure ('**CEDR**'). Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ('**ADR notice**') to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start no later than thirty (30) days after the date of the ADR notice.
- 17.1.4 A Party may only commence legal proceedings in relation to the Dispute if it is not resolved within **90 days** after commencement of the mediation. Nothing in these terms and conditions (including this section 17) prevents a Party from seeking specific performance or injunctions or other remedies of a similar nature in relation to matters relevant to an Individual Agreement.

18 Limitation of Liability

- 18.1 Nothing in these terms and conditions shall limit LOGISTICS UK's and/or its Group Companies' liability for:
- 18.1.1 death or personal injury caused by its negligence; or
- 18.1.2 fraud or fraudulent misrepresentation; or
- 18.1.3 breach of the Terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 18.1.4 any other liability which cannot be excluded or limited under English Law.
- 18.2 LOGISTICS UK and/or its Group Companies shall have no liability in contract, tort, negligence, breach of statutory duty or otherwise for any loss of profit, loss of sales, loss of business opportunity, loss of goodwill or reputation, third party claims, pure economic loss or for any indirect or consequential loss or damage.
- 18.3 The liabilities of LOGISTICS UK and/or its Group Companies in connection with an Individual Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed an amount equal to:
- 18.3.1 The level of the proceeds paid under an insurance policy relevant to the particular liability; or
- 18.3.2 150% of Purchase Order value (excluding VAT) relevant to the year of service (being 12 months commencing from the date of a relevant Individual Agreement and again on each anniversary of that date) within which the particular liability arose.

- 18.4 In the event of loss or damage to data during the provision of Services, the Customer's sole and exclusive remedy shall be for LOGISTICS UK to use its best endeavours to restore the lost or damaged data maintained by LOGISTICS UK and/or its Group Companies using the last available backup.
- 18.5 LOGISTICS UK and/or its Group Companies shall not be liable for any losses suffered by the Customer which arise as a result of:
- 18.5.1 Customer non-compliance with LOGISTICS UK guidance, instructions or manuals;
 - 18.5.2 any modification, variation or reconfiguration to LOGISTICS UK Equipment or Software which has not been provided by LOGISTICS UK or a third Party authorised by LOGISTICS UK;
 - 18.5.3 the Customer not using LOGISTICS UK's recommended Equipment but using Equipment provided by third parties;
 - 18.5.4 Erroneous/incorrect data/content uploaded by the Customer to the Software;
 - 18.5.5 the Customer's negligence or default.

19 Health and Safety

- 19.1 In providing the Services at a location stipulated by the Customer, LOGISTICS UK shall comply with any health and safety measures implemented by the Customer in respect of Employees, or other persons working at the particular location.
- 19.2 Either Party shall notify the other immediately in the event of:
- 19.2.1 any incident occurring in the performance of its obligations under an Individual Agreement where that incident causes any personal injury or damage to property which could give rise to personal injury; and
 - 19.2.2 any health and safety hazards which may exist or arise in connection with the performance of its obligations under an Individual Agreement.

20 Insurance

- 20.1 Unless a certain level of insurance is stipulated in the Service Agreement, LOGISTICS UK will maintain adequate insurance cover for statutory insurances and professional indemnity during the lifetime of an Individual Agreement, and for 12 months following completion of the Services, providing such insurance is available at commercially reasonable rates. If such insurance ceases to be available at commercially reasonable rates, then LOGISTICS UK will promptly notify the Customer.

21 Data Protection

- 21.1 Where each Party is to determine the purposes for which Personal Data will be held and used they will each be a Data Controller and each Party must comply with relevant Law (particularly any Data Protection Legislation) in relation to the holding and processing of that Personal Data.
- 21.2 Where LOGISTICS UK is processing Personal Data on behalf of the Customer it will be acting as a Data Processor and the remaining clauses of this section 21 shall apply.
- 21.3 In respect of the relevant Services to which LOGISTICS UK acts as a Data Processor, the subject matter, scope, nature and purpose of the processing by LOGISTICS UK and the types of personal data being processed are outlined within the Service Agreements and may be subject to change and notification from time to time:
- 21.4 The duration of the processing shall be for the period as set out in the Service Agreement, or otherwise, for the duration of an Individual Agreement and until such Individual Agreement is terminated in accordance with clause 12 or otherwise.
- 21.5 Without prejudice to the generality of its requirement to comply with the Data Protection Legislation, the Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to LOGISTICS UK for the duration and purposes of a relevant Individual Agreement.
- 21.6 During the Term, LOGISTICS UK shall process the Customer Personal Data it receives from the Customer:
- 21.6.1 solely for the purposes identified in clause 21.2, only to the extent is reasonably necessary to achieve these purposes and for no other purpose except with the express written consent of the Customer; and
 - 21.6.2 only in accordance with the Customer's written instructions from time to time (provided LOGISTICS UK shall not be required to do so where such actions may breach any applicable Law, in which case

LOGISTICS UK shall promptly notify the Customer of the reasons for any breach it considers to be possible or likely).

- 21.7 LOGISTICS UK will provide reasonable assistance in helping the Customer investigate the completeness, accuracy or sufficiency of the Customer Personal Data.
- 21.8 Without prejudice to the generality of its requirement to comply with the Data Protection Legislation, LOGISTICS UK shall, in relation to any Customer Personal Data processed in connection with the performance by LOGISTICS UK of its obligations under this agreement:
- 21.8.1 ensure that it has in place appropriate technical and organisational measures as set out in clause 21.18;
 - 21.8.2 ensure that it operates a suitable data protection policy and all Employees who have access to and/or process Customer Personal Data are trained on its requirements and are obliged to keep the Customer Personal Data confidential; and
 - 21.8.3 not transfer any Customer Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 21.9 LOGISTICS UK is processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals;
- 21.10 LOGISTICS UK has provided appropriate safeguards in relation to the transfer to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the GDPR;
- 21.11 LOGISTICS UK complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Personal Data that is transferred; and
- 21.12 LOGISTICS UK complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Personal Data.
- 21.13 LOGISTICS UK shall assist the Customer in responding to any subject access request from a data subject and support the Customer to comply with the rights of data subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data;
- 21.13.1 provide assistance in ensuring the Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - 21.13.2 notify the Customer immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation;
 - 21.13.3 notify the Customer promptly and without undue delay after becoming aware of any accidental, unauthorised or unlawful processing of the Customer Personal Data or of a security breach concerning the Customer Personal Data or if the Customer Personal Data is lost or destroyed or becomes damaged, corrupt or unusable ('Data Breach') such data being restored where applicable at LOGISTICS UK's own expense;
 - 21.13.4 provide the Customer with reasonable cooperation and assistance at its own expense in relation to any notification or other communication that is given to the data subjects affected by a Data Breach;
 - 21.13.5 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer, unless it is required by any applicable Law to keep copies of the Customer Personal Data; and
 - 21.13.6 maintain complete and accurate records and information to demonstrate its compliance with this clauses 21.8, 21.7 and allow for audits by the Customer and its third-party representatives in accordance with clauses 21.17, 21.13.6.
- 21.14 Before allowing any Sub-processor to process any Personal Data related to any active Agreement, LOGISTICS UK shall:
- 21.14.1 notify the Customer in writing of the intended Sub-processor and processing;
 - 21.14.2 obtain the written consent of the Customer;
 - 21.14.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and

- 21.14.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 21.15 LOGISTICS UK shall remain fully liable for all acts or omissions of any Sub-processor.”
- 21.16 Logistics UK shall, in relation to any Personal Data in connection with its obligations ensure:
- 21.16.1 not to transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled;
 - 21.16.2 the Customer or Logistics UK has provided appropriate safeguards in relation to any approved transfer in accordance with GDPR Article 46 and/or LED Article 37; and
 - 21.16.3 the Data Subject maintains enforceable rights and effective legal remedies.
 - 21.16.4 Logistics UK complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - 21.16.5 Logistics UK complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;”
- 21.17 LOGISTICS UK shall keep at its normal place of business detailed, accurate and up-to-date records relating to the processing of the Customer Personal Data by LOGISTICS UK and to the measures taken under clause 21.14 (**‘Records’**).
- 21.18 LOGISTICS UK will permit the Customer and its third-party representatives, on not less than 7 Business Days’ notice during Normal Business Hours to:
- 21.18.1 have access to and take copies of the Records and any other information held at LOGISTICS UK’s premises or on LOGISTICS UK relevant systems;
 - 21.18.2 inspect all infrastructure, facilities, documents and electronic data and LOGISTICS UK relevant systems and application software used to store, process or transport Customer Personal Data;
 - 21.18.3 access and meet with any of LOGISTICS UK’s Employees as reasonably necessary to provide all explanations and perform the audit effectively; and
 - 21.18.4 request that LOGISTICS UK produces a written report that includes detailed plans to remedy any deficiencies identified by the audit.
 - 21.18.5 Such audit rights may be exercised only once in any calendar year during the Term save to the extent that a Data Breach has occurred or LOGISTICS UK is in material breach of its obligations under a relevant Individual Agreement or any Data Protection Legislation and in such circumstances, the notice period referred to in this clause 21.17 shall not apply.
- 21.19 LOGISTICS UK shall give all necessary assistance to the conduct of such audits during the Term.
- 21.20 LOGISTICS UK will at all times ensure that it has in place appropriate technical and organisational measures to protect against accidental, unauthorised or unlawful processing or alteration of Customer Personal Data and against accidental loss or destruction or damage to Customer Personal Data, appropriate to the harm that might result from the accidental, unauthorised or unlawful processing or loss, destruction, alteration or damage and the nature of the data to be protected, having regard to the state of technological developments. Such measures may include, where appropriate:
- 21.20.1 pseudonymising and encrypting Customer Personal Data;
 - 21.20.2 ensuring the confidentiality, integrity, availability and resilience of its systems and Services;
 - 21.20.3 having the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and
 - 21.20.4 regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures.
- 21.21 Upon termination of a relevant Individual Agreement LOGISTICS UK shall:
- 21.21.1 return or destroy any Customer Personal Data (at the absolute discretion of the Customer and in such manner as the Customer may reasonably direct in writing) that is in the possession or control of LOGISTICS UK, its Employees, agents and Subcontractors (as defined at 21.21);

- 21.21.2 to the extent technically and legally practicable, erase all Customer Personal Data from its computer and communications systems and devices used by it, or which is stored in electronic form;
 - 21.21.3 use its reasonable endeavours to procure that any third-parties erase all Customer Personal Data to the extent technically and legally practicable which is stored in electronic form on systems and data storage services provided by third-parties; and
 - 21.21.4 notify the Customer if any applicable Law requires LOGISTICS UK to retain any documents or materials that LOGISTICS UK would otherwise be required to return or destroy.
- 21.22 The Customer consents and authorises LOGISTICS UK to appoint a third party (**'Subcontractor'**) to process the Customer Personal Data provided that LOGISTICS UK enters into an agreement with the Subcontractor that is on terms that are substantially the same as those set out in this agreement, in particular, in relation to clause 21.19, and, upon the Customer's written request, provides the Customer with a copy of any agreement.
- 21.23 On request by the Customer, LOGISTICS UK must provide a list of all approved Subcontractors which includes contact information for the person responsible for privacy and data protection compliance.
- 21.24 LOGISTICS UK shall remain fully liable for all acts or omissions of any Subcontractor appointed by it to process Customer Personal Data.

22 Confidentiality

- 22.1 For the purposes of this section 22, the following clause 22.1 shall be considered the confidential information of the Parties and/or their respective Group Companies.
- 22.2 Information relevant to their business activities generally, including for example operations, business strategies, plans, financial arrangements, financial information and third party disputes, information about Employees and human resources activities generally, research activities, know-how, trade secrets and other Intellectual Property which is not in the public domain, data, including Personal Data in relation to which a Party is the data controller or data processor for the purposes of the Data Protection Legislation, details relating to customers, clients or anything similar, Information relating to any other person to whom the receiving Party knows (or reasonably ought to know) the disclosing Party owes a duty of confidentiality (whether under contract, by Law or otherwise), Information communicated or made available by the Parties in the course of any dispute resolution procedure described in section 17, together with LOGISTICS UK's Charges from time to time but only to the extent the Charges have been uniquely determined by LOGISTICS UK or privately negotiated between the Parties for the purposes of a relevant Individual Agreement (e.g. they are not publicly-available etc.) (**'Confidential Information'**).
- 22.3 Each Party shall maintain the confidentiality of the other Party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other Party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under an Individual Agreement.
- 22.4 Each Party undertakes to disclose the other Party's Confidential Information only to those officers, Employees, agents, contractors and professional advisers or to other members of the Group of companies to which it belongs and their officers, employees, agents, contractors and professional advisers to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under an Individual Agreement and to procure that such persons are made aware of and are bound by obligations of confidentiality.
- 22.5 Each Party shall give notice to the other of any unauthorised misuse, disclosure, theft or other loss of the other Party's Confidential Information immediately upon becoming aware of the same.
- 22.6 The provisions of this clause 22 shall not apply to Confidential Information which:
- 22.6.1 is of a trivial nature;
 - 22.6.2 is or comes into the public domain through no fault of the recipient, its Officers, Employees, agents or contractors;
 - 22.6.3 is lawfully received from a third party free of any obligation of confidence at the time of its disclosure;
 - 22.6.4 is demonstrably independently developed by the recipient, its Officers, Employees, agents or contractors;
 - 22.6.5 is required by Law to be disclosed provided that, to the extent permitted by Law, prior to any disclosure, as far as is reasonably and lawfully practicable the recipient notifies the disclosing Party and, at the disclosing Party's request and cost, assists the disclosing Party in opposing any such disclosure.

- 22.6.6 A Party in receipt of the other Party's Confidential Information must store the Confidential Information as follows:
 - 22.6.7 according to any requirements in the Service Agreement;
 - 22.6.8 to a reasonable standard of security;
 - 22.6.9 in any case, not to a lower standard of security the recipient uses to store its own Information of comparable confidentiality.
- 22.7 A recipient Party's obligations in this section 22 in relation to each piece of the disclosing Party's Confidential Information will last for **5 years** from the end of the relevant Individual Agreement or such longer or shorter period required by Law in relation to that piece of Confidential Information.

23 Entire Agreement

- 23.1 The documents comprising an Individual Agreement as stated at clause 1.1 constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of the agreement.
- 23.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in an Individual Agreement.

24 Third-Party Rights

- 24.1 Any Group Companies of LOGISTICS UK shall have rights under the Contracts (Rights of Third Parties) Act 1999 to directly enforce their rights, powers, benefits (or anything similar to these) under a relevant Individual Agreement.
- 24.2 Any other person who is not a Party to an Individual Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of an Individual Agreement. These are excluded to the fullest extent permitted by law.

25 Variation

- 25.1 No variation of an Individual Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

26 Waiver

- 26.1 No failure or delay by a Party to exercise any right or remedy provided under an Individual Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27 Severance

- 27.1 If any provision or part-provision of an Individual Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of an Individual Agreement.
- 27.2 If any provision or part-provision of an Individual Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

28 Assignment and Subcontracting

- 28.1 Neither Party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under an Individual Agreement without the prior written consent of the other Party, not to be unreasonably withheld.
- 28.2 LOGISTICS UK shall be entitled to subcontract any of its obligations under an Individual Agreement, without requiring the consent of the Customer.

29 No Partnership or Agency

29.1 Nothing in an Individual Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

30 Notices

30.1 Any Notice given to a Party under or in connection with an Individual Agreement shall be in writing to the Parties' main office and addressed to an individual (and if more than one, each of them individually) who from time to time holds the role as that Party's representative or the individual(s) as otherwise communicated by that Party to the other Party in writing from time to time ('**Representative**').

30.2 A Notice is deemed to have been given on the dates below:

30.2.1 if delivered by hand, on the date it is given to the Representative;

30.2.2 if sent by recorded pre-paid first-class post or other recorded next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

30.2.3 if sent by email before 5 pm, on the day of dispatch or otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

31 Counterparts

31.1 The Service Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

31.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

32 Rights and Remedies

32.1 The rights and remedies provided under an Individual Agreement are in addition to, and not exclusive of, any rights or remedies provided by Law.

33 Inadequacy of Damages

33.1 Without prejudice to any other rights or remedies that a Party (first Party) may have, the other Party (other Party) acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of an Individual Agreement by the first Party. Accordingly, the first Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of any Individual Agreement terms.

34 Governing Law

34.1 An Individual Agreement shall be governed and interpreted in accordance with the laws of England and Wales.

35 Jurisdiction

35.1 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 terms of an Individual Agreement, or its subject matter or formation.

36 Definitions

36.1 Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in a relevant Individual Agreement), the following capitalised words or expressions in Section 2. Definitions shall have the meanings contained therein when used in the relevant Individual Contract:

36.2 A word or expression not defined in the above link shall be defined according to a) if there is a common meaning according to industry or trade, it shall have that meaning, or otherwise b) it shall have the meaning given in the Oxford English Dictionary.

37 Interpretation

37.1 The headings in a relevant Individual Agreement do not affect its interpretation.

- 37.2 A reference to any Party includes reference to that Party's successors in title and any person to whom that Party assigns any of its rights, powers, benefits (or similar) under a relevant Individual Agreement.
- 37.3 If a word or phrase is defined in a relevant Individual Agreement, its other grammatical forms have a corresponding meaning.
- 37.4 Use of the expression 'in writing' (or a similar word) in a relevant Individual Agreement includes (but is not limited to) an e-mail or facsimile message or any other methods of representing words in a visible form. It does not include communication by telephone, text messages or communication via a social media site (or anything similar to any of these).
- 37.5 Use of the word 'including', 'in particular', 'for example' (or a similar words or expressions) in a relevant Individual Agreement at the commencement of a list to illustrate a particular concept does not limit that concept in any way. Use of the abbreviation 'etc.' at the end of a list in a relevant Individual Agreement to illustrate a particular concept does not limit that concept in any way.
- 37.6 Reference to items, sections, schedules, appendices or annexures is a reference to those in a relevant Individual Agreement.
- 37.7 Reference to one gender refers to all genders and reference to the singular includes the plural and vice versa.
- 37.8 Reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity.