

Terms & Conditions

1. Who we are

- 1.1 2buy2.com Limited ("**we**", "**us**" or "**our**") is a company registered in England and Wales under company number 06925506. Our registered office is at c/o The Gate, Keppoch Street, Roath, Cardiff, CF24 3JW. References to us in these terms also includes our group companies from time to time.
- 1.2 The Client (details of which are set out on the front page of this document) shall be referred to in this Schedule as "**you**" or "**your**".

2. These terms and conditions

- 2.1 The terms and conditions in this Schedule 3, together with the front page(s) to this document, Schedules 1 and 2 and any other documents or policies referred to in them govern the provision of the services to you (such services being more fully described in Schedule 1 of this document) (the "**Services**").

3. Our Services

- 3.1 We will appoint one or more persons (as we determine are appropriate in our absolute discretion) to provide the Services to you (the "**Individuals**").
- 3.2 During the Term, we shall, and (where appropriate) shall procure that the Individuals shall provide the Services with all due care, skill and ability, as to be expected of a consultant having experience of carrying out services of a similar type and nature as the Services.
- 3.3 We shall, during the Term, give to you all such information and reports as you may reasonably require in connection with the provision of the Services. You shall, during the Term, give to us all such information, access and other assistance as we may reasonably require in connection with the provision of the Services.
- 3.4 If an Individual is prevented by ill health or accident from providing the Services, to the extent that the provision of the Services is or would reasonably be expected to be adversely affected, we shall appoint another person (as we determine is appropriate in our absolute discretion) to replace such Individual.
- 3.5 Unless we have been specifically authorised to do so by you in writing:
- 3.5.1 neither we nor any of the Individuals shall have any authority to incur any expenditure in your name or for your account; and
- 3.5.2 we shall not, and shall procure that none of the Individuals shall, hold ourselves or themselves out as having authority to bind you.
- 3.6 We shall, and shall procure that the Individuals shall, comply with all reasonable standards of safety and comply with your health and safety procedures from time to time in force at the premises where the Services are provided.

4. Fees and payment

- 4.1 You shall pay to us the fee (and any other amounts, including in relation to expenses), as specified in Schedule 2 of this Agreement within 30 days of the date of our invoice submitted in accordance with clause 4.2.
- 4.2 We shall be entitled to render invoices to you giving details of the Services that have been provided, the fee payable plus any additional fees or expenses on a monthly basis or, where expressly provided, in accordance with the instalments set out in Schedule 2.
- 4.3 Our fees are in pounds sterling (£)(GBP) and, unless stated otherwise, are exclusive of VAT, sales or other taxes that may apply from time to time. We may require you to pay our fees and expenses by direct debit.
- 4.4 Where we have agreed to invoice the fees in instalments on the condition of certain milestones being met, but we have been unable to provide the Services to reach such milestones due to any act or omission by you, or failure by you to perform any relevant obligation, notwithstanding any such milestones set out in Schedule 2, we shall have the right to render our invoice for Services provided.
- 4.5 It is your responsibility to ensure that you have provided us with complete and accurate billing information for paying the fees.
- 4.6 Time of payment is of the essence. If you fail to pay the invoice (or any part of the invoice) by the applicable billing date then:
- 4.6.1 we may, without limiting our other rights, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment; and
- 4.6.2 we shall be under no obligation to provide the Services to you and will have the right to suspend the Services, and we will have no liability to you for any loss or damage arising as a result of any action we take under this clause 4 following your failure to pay our fees.
- 4.7 All amounts due under this Agreement 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).

5. Cancellation/termination by you

- 5.1 You may terminate this Agreement:
- 5.1.1 under clauses 11.3 or 13.2 below; and
- 5.1.2 immediately at any time by giving us written notice (i.e. by post or email to finance@2buy2.com) if we commit a material breach of any of our obligations under this Agreement and, if that breach is capable of remedy, we have failed to remedy that breach within 28 days after receiving written

notice (including by email) from you requiring us to remedy that breach.

- 5.2 If this Agreement is terminated, our right to receive any money which you owe to us under this Agreement will not be affected.

6. Termination by us

- 6.1 We may terminate this Agreement immediately at any time by giving you notice in writing (including email) if you:

6.1.1 commit a material or repeated breach or non observance of any of your obligations under this Agreement and, if that breach is capable of remedy, you have failed to remedy that breach within 28 days after receiving written notice (including by email) from us requiring you to remedy that breach;

6.1.2 you or any of your directors, officers, employees or agents commits an act of fraud or dishonesty relating to us or otherwise, or acts in any manner which in our reasonable opinion brings, or is likely to bring us into serious disrepute; or

6.1.3 are subject to an "Insolvency Event", meaning an event where you are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or become insolvent or an order is made or a resolution passed for your administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of your assets or you enter into or propose any composition or arrangement with your creditors generally or any analogous event occurs in any applicable jurisdiction.

- 6.2 If we terminate this Agreement under this clause 6 your right to receive the Services shall terminate immediately, you will not be entitled to a refund, and termination will not affect our right to receive any money which you owe to us under this Agreement.

7. Warranties

- 7.1 You acknowledge and agree that we are not and cannot be aware of the extent of any potential losses (of whatever nature) resulting from any failure by us to carry out our obligations under this Agreement.

- 7.2 Subject to clause 7.1, we shall use commercially reasonable efforts to ensure that the Services are provided with the degree of skill, care, prudence, efficiency, foresight and timeliness as would be reasonably expected of somebody in our position providing services similar to the Services.

- 7.3 Save to the extent that any exclusion is prohibited or restricted by law (including applicable consumer protection laws), no other representations, warranties or conditions, whether express or implied, beyond those set out in this Agreement are given or assumed by us in respect of the Services. Any such representations, warranties or conditions are hereby excluded to the fullest extent permitted by law. This does not affect your statutory rights.

8. Intellectual Property

- 8.1 You and we agree that all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us. "**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 8.2 We hereby grant to you a non-transferable, non-exclusive, sole, revocable licence to use the Intellectual Property Rights in the documents and work-product provided to you by us pursuant to the Services, for the purpose only of you obtaining the intended benefit of the Services (as described in Schedule 1). You shall not be entitled to sub-license, assign or otherwise transfer the rights granted to you in this clause 8.2.

- 8.3 You grant to us a non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us (including any Intellectual Property Rights therein) for the Term for the purpose of providing the Services to you.

9. Confidentiality

- 9.1 You and we each undertake that you or we (as the case may be) shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other or of any member of the group of companies to which the other belongs, except as permitted by clause 9.2.

- 9.2 You and we may each disclose the other's confidential information:

9.2.1 to your or our respective employees, officers, representatives or advisers who need to know such information for the purposes of exercising your or our respective rights or carrying out your or our respective obligations under or in connection with this Agreement. You and we shall each ensure that your or our respective employees, officers, representatives or advisers to whom the other's confidential information is disclosed comply with this clause 9;

9.2.2 which is already in or (otherwise than through our or the Individual's unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; and

9.2.3 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 9.3 Neither you nor we shall use the other's confidential information for any purpose other than to exercise your or our respective rights and perform your or our respective obligations under or in connection with this Agreement.
- 10. Compliance with applicable law**
- 10.1 References in this Agreement to **"Applicable Law"** mean any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, bye-laws, other instruments made under or to be made under any statute, any exercises of the royal prerogative and regulatory rules existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances.
- 10.2 We shall provide the Services in accordance with Applicable Law to the extent that such Applicable Law is general in nature or which affects or relates to a supply of services that are the same or similar to the Services.
- 10.3 You shall use Services in accordance with Applicable Law to the extent that such Applicable Law applies to you.
- 11. Events beyond our control**
- 11.1 Our provision of the Services might be affected by events beyond our reasonable control, including (but not limited to) breakdown of systems or network access; strikes, lock-outs or other industrial disputes; or flood, fire, explosion, accident or natural disaster. If so, there might be a delay before we can start/restart the Services.
- 11.2 We will make reasonable efforts to limit the effect of any of these events and will do our best to keep you informed of the circumstances so we can start/restart the Services as soon as these events have been rectified.
- 11.3 Notwithstanding the above clauses, we shall have no liability to you for any breach of this Agreement caused by any event or circumstance beyond our reasonable control. However, if such an event or circumstance prevents us from providing the Services to you for a continuous period of more than thirty (30) days, you may terminate this Agreement by giving us written notice of your intention to do so by post to 2buy2.com, The Gate, Keppoch Street, Roath, Cardiff, CF24 3JW or email to finance@2buy2.com.
- 12. Disclaimer and limits on our liability**
- 12.1 **This section restricts the extent to which we are liable for any losses which may be suffered by you in connection with the provision of the Services.**
- 12.2 Any report, statement or similar or related document we prepare and/or provide to you which is based on information you have provided to us is reliant upon such information and it is your responsibility to ensure that any such information provided to us is accurate in all material respects. We shall not be liable for any errors or omissions in such documents to the extent that they result from us being provided with erroneous or incomplete information. No report, statement or similar or related document or related oral statement that we provide to you shall constitute technical, financial, legal or any other type of advice unless expressly stated otherwise therein or expressly indicated as such. If you have any concerns about such documents or statements please let us know. You are welcome to obtain professional or specialist advice before taking, or refraining from, any action on the basis of any such document or statement we provide to you.
- 12.3 Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be lawfully excluded or limited.
- 12.4 Subject to clause 12.3, and to the extent permitted by law, we exclude all conditions, warranties and/or representations, whether express or implied, which may apply to the Services.
- 12.5 Subject to clauses 12.3 and 12.4, we will not be liable to you for: loss of profits, sales, business or revenue; loss of use or corruption of software, data or information; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.
- 12.6 Notwithstanding the generality of clause 12.5, we will do all that we reasonably can to ensure that all of the information you give us when paying for the Services is secure and we will have in place appropriate technical and organisational measures in accordance with the Data Protection Legislation (as described in clause 17). However, in the absence of negligence on our part, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 12.7 Subject to clauses 12.3, 12.4, 12.5 and 12.6, our total liability to you, whether in contract, tort (including negligence) or otherwise and in respect of all claims, losses and damages arising under or in connection with this Agreement, shall not exceed the total fee paid or payable to us under this Agreement during the 12 month period immediately before the date on which the loss or damage giving rise to the claim arose (or, if there has been less than a 12 month period prior to the date on which the loss or damage giving rise to the claim arose, the total fee paid or payable to us in respect of the period up to the date on which the loss or damage giving rise to the claim arose).
- 12.8 This clause 12 shall survive termination of this Agreement.
- 13. Changes to this Agreement**
- 13.1 We reserve the right to change the terms of this Agreement from time to time. This may happen for security, legal, regulatory or business reasons. If we change the terms of this Agreement then the new or additional terms will be provided to you by email in accordance with clause 19 below. Any such changes will be effective immediately unless we state otherwise. Your continued receipt of the Services will be deemed to constitute acceptance of all of the new terms. This Agreement may not otherwise be changed without our written consent.
- 13.2 If you object to any changes or additions to this Agreement you may terminate this Agreement by giving us written notice of your intention to do so by post or email to finance@2buy2.com.
- 14. Disputes**
- 14.1 We will try to resolve any disputes with you quickly and efficiently.
- 14.2 If you are unhappy with any aspect of the Services, please contact us as soon as possible by post or email to the addresses at www.2buy2.com/contact and we will attempt to resolve your issue as soon as possible.
- 15. Anti-bribery**
- 15.1 For the purposes of this clause 15 the expressions:
- 15.1.1 "Bribery Laws"** means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK

legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction; and

15.1.2 “adequate procedures” and “associated with” shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

15.2 You and we shall each comply with applicable Bribery Laws including ensuring that adequate procedures to prevent bribery are in place and all reasonable endeavours are used to ensure that:

15.2.1 all of your or our respective personnel;

15.2.2 all others associated with you or us, respectively; and

15.2.3 all of your or our respective subcontractors;

involved in performing obligations under this Agreement so comply.

15.3 Without limitation to clause 15.2, neither you nor we shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on your or our respective behalves, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on your or our respective behalves.

15.4 You and we shall each immediately notify the other as soon as you or we become aware of a breach or possible breach of any of the requirements in this clause 15.

16. Anti-slavery

16.1 You undertake, warrant and represent to us that:

16.1.1 neither you nor any of your officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**); or

(b) been notified that you or they are subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware if any circumstances within your supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

16.1.2 you shall comply with the Modern Slavery Act 2015 and any anti-slavery and/or human trafficking policy we may have in force and notify you from time to time; and

16.1.3 you shall notify us immediately in writing if you become aware or have reason to believe that you, or any of your officers, employees, agents or subcontractors have breached or potentially breached any of your obligations under clause 16.1. Such notice shall set out

full details of the circumstances concerning the breach or potential breach of your obligations.

16.2 Any breach of clause 16.1 by you shall be deemed a material breach of this Agreement and shall entitle us to terminate this Agreement with you with immediate effect.

17. Data Protection

17.1 For the purposes of this clause 17, the expression “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

17.2 You and we will each comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, your or our obligations under the Data Protection Legislation.

17.3 Our privacy policy sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject (the terms “personal data” and “data subject” are defined in the Data Protection Legislation).

17.4 We acknowledge that, in order for you to enter into and perform your obligations under this Agreement, you will need to be provided with certain personal data relating to the Individuals that you will process in accordance with your privacy policy that will be issued to the Individuals.

17.5 You and we each acknowledge that for the purposes of the Data Protection Legislation, either:

17.5.1 you are the data controller and we are the data processor (the terms “data controller” and “data processor” are defined in the Data Protection Legislation); or

17.5.2 your end users or others on whose behalf you act (the **Relevant End Users**) are the data controllers, you are the data processor and we are the sub-processor.

17.6 Where Relevant End Users are the data controllers, you undertake, warrant and represent that:

17.6.1 you will have obtained the prior written consent of the Relevant End Users before transferring the personal data to us and will have all necessary notices in place to enable lawful transfer of all such personal data to us for the duration and purposes of this Agreement;

17.6.2 you have obtained the prior written consent of the Relevant End Users to our appointment as a sub-processor;

17.6.3 you have in place a contract with the Relevant End Users which incorporates the provisions equivalent to those in this Agreement in relation to confidentiality, data protection and security and which entitles you to

	provide us with their instructions and consent and act on their behalf;	(d)	we comply with reasonable instructions notified to us in advance by you with respect to the processing of the personal data;
17.6.4	we shall be entitled to rely on your instructions, consent, acts and omissions on the basis that you are acting on behalf of and with the authorisation of the data controllers; and	17.7.5	assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
17.6.5	the Relevant End Users shall not be a third party to this Agreement and we shall have no liability to or in respect of the Relevant End Users.	17.7.6	notify you without undue delay on becoming aware of a personal data breach;
17.7	Without prejudice to the generality of clause 17.2, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under this Agreement:	17.7.7	at your written direction, delete or return personal data and copies thereof to you on termination of this Agreement unless required by Applicable Law to store the personal data; and
17.7.1	process that personal data only on your written instructions unless we are required by Applicable Laws to otherwise process that personal data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing personal data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from doing so;	17.7.8	maintain complete and accurate records and information to demonstrate our compliance with this clause 17 and allow for audits by you or your designated auditor.
17.7.2	ensure that we have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);	17.8	Either you or we may, at any time on not less than 30 days' notice, revise this clause 17 by replacing it with any applicable controller to processor or processor to processor standard clauses or similar terms forming part of an applicable certification scheme.
17.7.3	ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;	18.	No partnership or agency
17.7.4	not transfer any personal data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:	18.1	The relationship of us (and the Individuals) to you will be that of independent contractor and nothing in this Agreement shall render us (nor any of the Individuals) your employee, worker, agent or partner and we shall not hold ourself out as such and shall procure that the Individuals shall not hold themselves out as such.
	(a) you or we have provided appropriate safeguards in relation to the transfer;	18.2	You and we are independent organisations and are not partners, principal and agent or employer and employee and nothing in this Agreement shall be deemed to constitute or establish any partnership, joint venture, trust, fiduciary, agency or other relationship between you and us.
	(b) the data subject has enforceable rights and effective legal remedies;	19.	Notices
	(c) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and	19.1	Notices under this Agreement should be sent:
		19.1.1	by email – to us at finance@2buy2.com and to you at the email address you submit on this document (or as subsequently updated by you), and such notices shall be deemed received at 9am on the first working day after transmission provided no delivery failure notification is received by the sender; or
		19.1.2	by first-class post – to the other's business address, and such notices shall be deemed received two working days after posting.
		19.2	It is your responsibility to ensure that all contact details (including email addresses) you submit to us are accurate and kept up to date. Any notice we give you will be deemed to have been properly notified if sent in accordance with clause 19.1, and shall be deemed received at the times set out in clause 19.1, even if you do not actually see such notice, for example because you have not checked your email account or because you have failed to notify us of a change in your contact details.

19.3 This clause does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.

20. General legal terms

20.1 Entire agreement – this Agreement constitutes the entire agreement between us and you in relation to the provision of the Services and replaces and extinguishes all prior agreements or arrangements made between you and us, whether oral or written, in relation to the provision of the Services. You and we each acknowledge that in entering into this Agreement you and we, respectively, do 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 this Agreement. You and we each agree that you and we shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

20.2 Rights of Third parties – save as expressly set out herein, for the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

20.3 Assignment – neither you nor we may assign, subcontract or encumber any of your or our rights or obligations under this Agreement, in whole or in part, without the other's prior written consent.

20.4 Severance – if any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20.5 Waiver – a waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

20.6 Legal rights – unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

20.7 Survival – provisions which by their terms or intent are to survive termination of this Agreement will do so.

21. Governing law and jurisdiction

21.1 This Agreement, its subject matter and formation (and any non-contractual disputes or claims) are governed by the law of England and Wales. You and we both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement and its subject matter or formation.