



**Terms and Conditions  
for the Provision of  
Services on behalf of the  
Stonegate Pub  
Company.**

# Terms and Conditions

## Between

- (1) OpusApeiro Limited (08776540), a company incorporated in England and Wales having its registered office at  
12<sup>th</sup> Floor Castlemead, Lower Castle Street, Bristol, BS1 3AG. ("The Company"); and
- (2)  
("The Provider")

## Whereas

The Company appoints the Provider to provide to the Company those services defined below and the Provider agrees to provide those services for the duration of this Agreement on the following terms and conditions.

## It is agreed as follows:

### 1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1 **Commencement date:** The date on which the Provider registers to supply or use the Company Service. The Commencement Date shall be the date of such registration or the date on which the Provider continues to use the Company Services, whichever is earlier.
- 1.2 **"Services"** means the services to be performed by the Provider under this Agreement and which include:
  - Cleaning and Facilities Management Services
  - DJ/Entertainment Servicesand such other type/quantity of services as the Company and the Provider may agree upon from time to time, during the Duration of this Agreement.
- 1.3 **"Termination Date"** means the date on which the Provider's appointment hereunder is terminated.
- 1.4 **"Worker"** means any individual, whether self-employed or employed by the Provider, who possesses the necessary skills, knowledge, and experience, and who is designated and engaged by the Provider to perform the Services on the Provider's behalf.
- 1.5 References to the Provider as "it" or "its" or "itself" mean the individual who is the Provider.

### 2 Duration of the Agreement

The duration of this Agreement shall continue until this Agreement is terminated in accordance with Clause 13 ("Duration").

### 3 Provider's Obligations

3.1 For the duration of the Agreement the Provider shall:

3.1.1 perform the Services described in this Agreement;

3.1.2 perform its obligations in an expert and diligent manner and to the best of its ability;

3.1.3 provide the Services in accordance with the best practice in its industry, profession or trade;

3.1.4 whenever possible and practicable, use its own equipment, materials and resources to carry out the Services; and

3.1.5 keep the Company informed of progress on the Services and in particular to liaise with the Enterprise Services team in respect of the day-to-day performance of the Services.

3.2 The Provider may in its discretion at any time (and on one or more occasions) substitute any Worker for itself or for any other Worker provided that any Worker chosen by the Provider has the requisite skills, knowledge and experience to provide all or any of the Services.

3.3 By registering to supply or use the Company Services, you as the Provider acknowledge that you have read, understood, and agree to be bound by the Terms and Conditions. The Provider's acceptance of these terms is indicated by their registration or continued use of our services.

3.4 The Provider agrees that by submitting invoices or engaging in the provision of services for either OpusApeiro Limited or Stonegate Group, you hereby acknowledge and agree that employees at Stonegate Pub Company group-operated sites, including but not limited to General Managers, Deputy Managers, Team Leaders, and all other site-based employees, regardless of position or seniority, are not authorised to enter into contracts on behalf of the Provider. You further acknowledge that you are not authorised to accept any signature or agreement from a site employee as binding for entering into a contract or for the provision of services. All proposed contracts must be executed by an authorised representative of either OpusApeiro Limited or a member of the Commercial Team at The Stonegate Pub Company.

3.5 The Provider shall use all reasonable endeavours to avoid or minimise such changes or additions and to consult with the Company beforehand about any such proposed change in engagement of persons carrying out the Services. However the Provider shall in any event provide such a substitute or addition where the provision of the Services is unduly delayed by absence due to incapacity or for any other reason upon notification by the Company (or the Company's representative) that a delay is unacceptable or where it is otherwise necessary to provide such a substitute or addition.

3.6 The Company shall

3.6.1 only be entitled to refuse to accept any Worker if in its reasonable opinion they are not suitable due to lack of skills, or experience; and

3.6.2 not in any circumstances make any payment to any Worker.

3.7 The Provider is responsible for the quality of the work undertaken by it and any Worker on the Services and, without limitation, shall perform the Services, and is wholly responsible for ensuring that any Worker performs the Services, competently and with reasonable care and skill.

3.8 The Provider's Services activities and working methods and those of any Worker/s engaged by the Provider on the Services shall at all times be exclusively for the Provider to determine, supervise, direct and control. The Company shall not seek to supervise, direct or control the Provider or any Worker in the provision of the Services nor shall the Company have any right to do so.

3.9 Subject to the provisions of this Agreement, the Provider shall at all times be exclusively responsible for organising and entitled to organise where, when, how, and in what order the Services are performed by it and any Worker/s but shall liaise with the Company to ensure that due account is taken of the Company's requirements.

### 3.10 Noise Management

- 3.10.1 The provider shall comply with the Control of Noise at Work Regulations 2005 and is responsible for assessing and mitigating noise risks associated with their services.
- 3.10.2 The provider warrants that they, and any personnel they deploy to the venue, will supply and wear suitable ear protection where noise levels may pose a risk to hearing.
- 3.10.3 Failure to take adequate measures to manage noise levels, provide protective equipment, or ensure its proper use shall render the provider liable for any resulting claims, damages, or losses incurred by the client or its employees.
- 3.10.4 The provider indemnifies the client against any costs or liabilities arising from breaches of this clause, including those related to the health and safety of personnel or attendees

### 3.11 Insurance - The provider shall maintain at all times during the term of this agreement adequate insurance coverage, including but not limited to:

- 3.11.1 ☒ Public Liability Insurance (minimum cover of £5,000,000 per occurrence).
- 3.11.2 ☒ Employer's Liability Insurance (where applicable, minimum cover of £10,000,000 per occurrence).
- 3.11.3 ☒ Professional Indemnity Insurance (if professional advice or services are provided).
- 3.11.4 The provider shall supply proof of such insurance upon request by the client and ensure that the policy remains valid throughout the agreement period

### 3.12 Duty of Care

- 3.12.1 The provider shall exercise reasonable care, skill, and diligence in the provision of their services, ensuring compliance with all applicable laws, regulations, and industry standards.
- 3.12.2 Failure to meet this standard of care shall render the provider liable for any resulting losses, damages, or claims, including those arising from operational disruptions or reputational harm to the client

### 3.13 Venue Compliance

- 3.13.1 The provider agrees to comply with all venue-specific rules, regulations, and policies, including but not limited to health and safety protocols, noise restrictions, access control, and fire safety measures.
- 3.13.2 Any breach of venue rules by the provider or their personnel that results in fines, penalties, or damages will be the sole responsibility of the provider, who shall indemnify the client accordingly.

### 3.14 Responsibility for Subcontractors

- 3.14.1 The provider accepts full responsibility for the actions, omissions, and compliance of any subcontractors or agents they engage in the provision of services.
- 3.14.2 The provider shall ensure all subcontractors meet the same standards of compliance, insurance, and care outlined in this agreement.

### 3.15 Incident Reporting

- 3.15.1 The provider must immediately report any incidents, accidents, or breaches of safety occurring during the provision of services at the client's venues.
- 3.15.2 The provider shall cooperate fully with any subsequent investigations and provide detailed documentation as requested by the client or regulatory authorities

### 3.16 Non-Interference

- 3.16.1 The provider shall ensure that their services do not disrupt or interfere with the normal operations of the venue, its employees, or its patrons.

- 3.16.2 Any disruptions caused by the provider's negligence or failure to adhere to this agreement shall result in liability for damages and indemnification of the client.

**3.17 Anti-Bribery, Corruption and Conflict of Interest compliance**

- 3.17.1 The provider shall immediately disclose in writing any actual, potential, or perceived conflict of interest that arises during the term of this agreement. This includes, but is not limited to, professional or personal relationships with any individual connected to the venue, client, or any agent acting on their behalf.
- 3.17.2 Upon disclosure, the provider shall take all reasonable steps to ensure that the conflict of interest does not unfairly influence or impact the performance of their obligations under this agreement or the interests of the client.
- 3.17.3 Failure to declare a conflict of interest or to mitigate its impact shall constitute a material breach of this agreement, entitling the client to seek remedies, including termination of the agreement and indemnification for any resulting losses or damages.
- 3.17.4 The provider warrants that they, their employees, agents, subcontractors, and any associated persons will comply with all applicable laws and regulations relating to anti-bribery and corruption, including but not limited to the Bribery Act 2010.
- 3.17.5 The provider shall not offer, give, solicit, or accept any bribe, inducement, or improper advantage in connection with the performance of this agreement.
- 3.17.6 Any breach of this clause shall entitle the client to terminate the agreement with immediate effect and seek indemnification for any damages or losses incurred as a result of such breach.
- 3.17.7 The provider shall maintain adequate procedures designed to prevent acts of bribery and corruption and, upon request, provide evidence of such procedures to the client.
- 3.17.8 If the provider becomes aware of any suspected or actual bribery, corruption, or conflict of interest, they must report it immediately to the client in writing.
- 3.17.9 The provider shall cooperate fully with any investigation conducted by the client or regulatory authorities regarding such matters.

**3.18 Portable Appliance Testing (PAT)**

- 3.18.1 The provider warrants that all electrical equipment supplied under this agreement shall be PAT tested and compliant with the Electricity at Work Regulations 1989.
- 3.18.2 The provider accepts full liability for any loss, damage, injury, or disruption caused by the use of faulty or non-tested equipment supplied by them.
- 3.18.3 The provider further agrees to indemnify the client against any claims, costs, or liabilities arising from their failure to ensure equipment compliance.

**3.19 Anti-Discrimination Policy**

- 3.19.1 The provider agrees to adhere strictly to the Equality Act 2010, ensuring no discrimination, harassment, or bullying occurs in the delivery of their services.
- 3.19.2 The provider accepts liability for any claims, costs, damages, or losses arising directly or indirectly from acts of discrimination or failure to enforce anti-discrimination measures among their staff or subcontractors.
- 3.19.3 Any breach of this clause shall entitle the client to terminate the agreement and seek indemnity for all resulting losses.

**3.20 Health and Safety Compliance**

- 3.20.1 The provider warrants full compliance with the Health and Safety at Work etc. Act 1974 and all related regulations.
- 3.20.2 Any failure by the provider to ensure a safe working environment, perform adequate risk assessments, or comply with safety regulations shall render them liable for all resulting damages, losses, or claims incurred by the client.

- 3.20.3 The provider indemnifies the client against any costs or liabilities arising from breaches of this clause, including legal and remedial expenses

**3.21 Legal and Regulatory Compliance**

- 3.21.1 The provider warrants that all services and personnel supplied under this agreement will fully comply with all applicable laws and regulations, including licensing, health and safety, and employment laws.
- 3.21.2 Any non-compliance resulting in penalties, legal actions, or damages shall be the sole responsibility of the provider, who agrees to indemnify the client for any related losses.

**3.22 Compliance with Modern Slavery Laws**

- 3.22.1 The provider warrants and represents that it complies fully with all applicable laws, statutes, and regulations relating to modern slavery, human trafficking, forced labour, and child labour, including but not limited to the Modern Slavery Act 2015.
- 3.22.2 **Prevention Measures:** The provider shall implement and maintain robust systems and controls to ensure that slavery, human trafficking, or any other exploitative practices do not occur within their operations or supply chains. The provider must ensure that their subcontractors, suppliers, and agents also comply with these obligations and take reasonable steps to monitor compliance throughout their supply chain.
- 3.22.3 **Disclosure and Reporting:** If the provider becomes aware of any actual or suspected modern slavery or human trafficking in their operations, supply chains, or those of their subcontractors, they must notify the client in writing immediately. The provider agrees to cooperate fully with the client's investigations into such matters and take all necessary steps to address any identified issues, including, where appropriate, terminating relationships with non-compliant parties.
- 3.22.4 **Auditing and Evidence:** Upon request, the provider shall provide the client with evidence of their compliance with this clause, including their policies, procedures, and supply chain due diligence measures. The client reserves the right to audit the provider's operations and supply chains at reasonable notice to ensure compliance with modern slavery laws.
- 3.22.5 **Indemnity:** The provider shall indemnify and hold the client harmless against any claims, liabilities, costs, damages, or expenses incurred as a result of any breach of this clause or arising from non-compliance with applicable modern slavery laws.
- 3.22.6 **Material Breach:** Any breach of this clause shall constitute a material breach of this agreement, entitling the client to terminate the agreement with immediate effect and seek remedies, including damages and reimbursement for any associated losses.

**3.23 Recovery/Indemnity**

**3.23.1 Risk Assessment and Control Measures**

The Provider shall conduct and maintain a comprehensive written risk assessment covering all aspects of the services it provides. The risk assessment must outline identified risks and the control measures in place to mitigate them.

- 3.23.2 The Provider shall ensure that all agents and employees comply fully with the risk assessment and control measures identified.
- 3.23.3 The Provider shall notify the Company of any identified risks to ensure appropriate control measures can be implemented and maintained.
- 3.23.4 It is the responsibility of the Provider to ensure that all agents and employees are fully informed of the risk assessment and receive appropriate training on the control measures.
- 3.23.5 The Provider shall take all reasonable steps to ensure that risks associated with the service are kept to a minimum at all times.

**3.23.6 Standard of Care**

The Provider, along with its agents and employees, must exercise reasonable care, skill, and diligence in performing the services, consistent with the expertise expected from a professional in their field.

**3.23.7 Indemnity**

The Provider shall indemnify and hold harmless the Company in full against all liabilities, claims, losses, damages, costs, and expenses arising from:

- 3.23.7.1 Any failure to comply with clauses 1.1 to 2.1.
- 3.23.7.2 Any act of negligence, omission, or misconduct by the Provider, its agents, or employees.
- 3.23.7.3 Any claim for loss, damage, or personal injury (including direct and consequential losses) attributable to the Provider's services.

3.23.8 The indemnity shall cover all direct costs incurred by the Company, including but not limited to legal expenses, compensation, and remedial measures.

## 4 Nature of Engagement

The Provider is not obliged to make its services available except for the performance of its obligations under this Agreement. The engagement and appointment of the Provider under this Agreement to provide Services does not create any mutual obligations on the part of the Provider or the Company to offer or accept any further contract, engagement or services. No continuing relationship shall hereby be created or implied.

## 5 Fees

- 5.1 The Company shall pay to the Provider fees as determined per job for each hour that the Provider actually spends carrying out the Services. These fees are exclusive of any value added tax ("VAT"). Any VAT chargeable on the fees shall be added to the fees and payable together with the fees.
- 5.2 The fees for all hours spent carrying out the Services in each calendar week shall be invoiced (together with any applicable VAT chargeable thereon). Each invoice shall detail the Services provided and the fees due for the hours spent on the Services covered by the invoice. If VAT is charged on the fees, the invoice for those fees must be a valid VAT invoice.
- 5.3 If a valid and correct invoice for any calendar week is delivered by Provider to the Company, it shall be due and payable within no more than 28 days after the date on which it is delivered. If the Provider can provide evidence of existing terms (either through payment precedent or terms and conditions) with any end client for which the company is managing the supply of service showing terms of payment sooner than 28 days, then at the Company's discretion these payment terms will be honoured where applicable.
- 5.4 The provider agrees that all invoices shall be submitted within 28 days of the last day of the week in which the work was carried out and that the company shall not be liable for costs submitted outside of this timeframe. Any case where payment is made contrary to this limitation shall not constitute a change to this term or ongoing waiver of said terms.

## 6 Tax Liability

- 6.1 The Provider shall be responsible for all taxes and contributions (including, but not limited to, income tax, PAYE and national insurance, where applicable) in respect of all amounts paid or payable to the Provider under or in relation to this Agreement and all amounts which the Provider pays any Worker/s.
- 6.2 The Provider hereby agrees to indemnify the Company in respect of any claims that may be made by the relevant authorities against the Company in respect of any such taxes, PAYE and/or contributions, including interest and penalties, relating to the Services provided to the Company under this Agreement.
- 6.3 The Provider shall be responsible for all of its expenses and, where applicable, VAT.

## 7 No Employment or Other Relationship

- 7.1 The Provider's relationship to the Company is that of an independent Provider, whether operating as a self-employed individual, a limited company, or any other legal entity or status.
- 7.2 Nothing in this Agreement shall create or be deemed to constitute or give rise to a partnership, joint venture, agency or any employment relationship between the Parties, or any employment relationship between any Worker and the Company, or any other fiduciary relationship other than the contractual relationship expressly provided for in this Agreement.

7.3 Neither Party may hold itself out in any manner conflicting with Sub-Clause 7.1 or 7.2.

## 8 Exclusivity of Service and Competition

8.1 The Company may engage other Providers to provide it with services which are the same as or similar to the Services.

## 9 Confidential Information

9.1 The Provider shall neither throughout the Duration of this Agreement (except in the proper performance of its obligations) nor at any time (without limit) after the termination thereof, directly or indirectly:

9.1.1 use, or permit to be used, for its own purposes or those of any other person, company, business entity or other organisation whatsoever;

9.1.2 disclose, or permit to be disclosed, to any person, company, business entity or other organisation whatsoever; any confidential information relating or belonging to the Company or its associated companies, including but not limited to any such information relating to customers, customer lists or requirements, suppliers, price lists, pricing structures, marketing or sales information, products, services, projects, business methods or plans or dealings, employees or officers, financial information or plans, designs, formulae, specific technical information, trade secrets, research activities, any document marked "Confidential", or any information which it has been told is confidential or which it might reasonably expect the Company would regard as confidential, or any information which has been given to the Company or any associated company in confidence by customers, suppliers or other persons.

9.2 The Provider shall not at any time throughout the Duration of this Agreement make any notes or memoranda relating to any matter within the scope of the Company's business, dealings or affairs otherwise than for the benefit of the Company or any associated Company.

9.3 The obligations contained in Sub-Clause 9.1 above shall cease to apply to any information or knowledge which may subsequently come into the public domain after the termination of this Agreement, other than by way of unauthorised disclosure.

## 10 Termination

10.1 Without limitation either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if that other Party:

10.1.1 commits any breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days' after receiving written notice giving full particulars of the breach and requiring it to be remedied within that period; or

10.1.2 is incompetent, or is guilty of gross misconduct and/or serious or persistent breach in respect of its obligations hereunder or serious or persistent negligence in relation to the Services.

10.2 Either Party may terminate this Agreement at any time by giving the other Party not less than 21 days' notice in writing and the Company shall be liable for payment of hourly fees at the rate set out in Sub-Clause 5.1 as follows:

10.2.1 Where the Party terminating is the Company, it shall pay the fees only for the hours expended on any particular Services by the Provider up to the end of that notice period pursuant to any previous agreement between the Parties to carry out that number, or at least that number, of hours in respect of those particular Services;

10.2.2 Where the Provider terminates, it shall continue to carry out any particular Services pursuant to any previous agreement between the Parties to do so (notwithstanding the expiry of the notice period before it has completed those Services) either:

10.2.2.1 until they are complete; or

10.2.2.2 if that previous agreement required a particular or minimum number of hours to be expended on those particular Services, until the Provider has completed that number of hours; or



- 10.2.2.3 if the Company notifies the Provider that the Company wishes the Provider to cease work no later than upon expiry of the notice period, until no later than that expiry.

and in any such case, the Company shall pay the fees for the number of hours expended by the Provider.

- 10.3 Where this Agreement terminates on the termination date referred to in Clause 2, the Company shall pay the hourly fees for all hours expended up to that date by the Provider on any Services pursuant to any previous agreement between the Parties to carry out those Services. The Provider shall not be entitled to carry out or be paid for any Services after that date and cannot be required by the Company to carry out any Services after that date.

## 11 Liability

- 11.1 This Clause 11 sets out the entire financial liability of the Parties to each other for any breach of this Agreement, and any representation, statement, or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.
- 11.2 Subject to sub-Clause 11.3, neither Party shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of revenue, loss of goodwill, loss of business opportunity, loss of anticipated saving, business interruption or management time, failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, or any special commercial, economic, indirect or consequential damage or loss that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 11.3 Nothing in this Clause 11 or in any other provisions of this Agreement shall:
- 11.3.1 limit the liability of either Party to the other for fraud or fraudulent misrepresentation, for deliberate or willful misconduct, or for death or personal injury; or
- 11.3.2 exclude or limit the liability of the Provider under or in respect of the indemnity given in Clause 6.2.
- 11.4 Subject to Clause 11.3, the total liability of either Party arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to the total of the fees (excluding any VAT) payable or paid under this Agreement for all Services carried out during the period term of this Agreement preceding the date such liability arose.

## 12 Third-Party Indemnity

- 12.1.1 The provider shall indemnify and hold harmless the client, its venues, and operators from and against any claims, demands, damages, losses, or expenses (including legal costs) arising from any injury, damage, or loss caused to third parties as a result of the provider's negligence, acts, omissions, or breach of this agreement.
- 12.1.2 This indemnity extends to any claims brought by attendees, contractors, employees, or agents of the provider or third parties affected by their actions.

## 13 Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other similar or dissimilar event or circumstance that is beyond the control of the Party in question.

## 14 Company Property

On the termination of this Agreement, the Provider must immediately return to the Company in accordance with the Company's instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents (and any copies thereof) and any other property belonging to the Company or its associated companies which are in its possession or under its control. The Provider will, if so required by the Company, confirm in writing that it has complied

with its obligations under this Clause 13.

## **15 No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## **16 Assignment and Sub-Contracting**

- 16.1 Subject to sub-Clause 15.2, this Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
- 16.2 The Provider shall be entitled to perform any of the obligations undertaken by it through any Worker/s, whether as a sub-Provider or employee. Any act or omission of such a Worker shall, for the purposes of this Agreement, be deemed to be an act or omission of the Provider.

## **17 Third Party Rights**

- 17.1 No one other than a Party to this Agreement, their transferees, successors or assignees, shall have any right to enforce any of its terms and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 17.2 Subject to this Clause 16 this Agreement shall continue and be binding on the transferee, successors and assignees of either Party as required.

## **18 Notice**

- 18.1 All notices to be given under this Agreement by either Party to the other shall be in writing and shall be deemed duly given if signed by the Party giving the notice, or on behalf of that Party by a duly authorised officer of that Party.
- 18.2 Notices shall be deemed to have been duly given:
- 18.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - 18.2.2 when sent, if transmitted by e-mail and a return receipt is generated; or
  - 18.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

In each case notices shall be addressed to the most recent address or e-mail address notified to the other Party.

## **19 Entire Agreement**

- 19.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 19.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## **20 Law and Jurisdiction**

This Agreement is to be governed by and construed in accordance with the Laws of England and Wales and the Parties hereto submit to the [exclusive] [non-exclusive] jurisdiction of the English and Welsh Courts in respect of any dispute and/or legal proceedings in respect of this Agreement and any matter arising hereunder.

## 21 Data Protection and Data Processing

### Data Protection

- 21.1 All personal information that the Provider may use will be collected, processed, and held in accordance with UK data protection legislation and the Company's rights thereunder.
- 21.2 For complete details of the Provider's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Company's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Provider's Privacy Notice available from <https://www.c247.live/oaprivacy.pdf>.
- 21.3 If the provider processes any personal data in connection with this agreement, they must do so in accordance with applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR).
- 21.4 The provider indemnifies the client against any claims, penalties, or damages arising from data breaches or non-compliance with privacy laws caused by the provider's negligence.

### Data Processing

- 21.5 By the use of the Services:
  - 21.5.1 "Data Protection Legislation" means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR"), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended; and
  - 21.5.2 "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4 of the UK GDPR.

All personal data to be processed by the Provider on behalf of the Company, subject to this Agreement, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter before any personal data is processed

### Consequences of Breach

Any breach of this agreement by the provider, including negligence or failure to mitigate risks, shall entitle the client to:

- Terminate the agreement with immediate effect.
- Recover from the provider all associated costs, losses, or damages, including but not limited to legal expenses, reputational harm, or operational disruptions

### Entire Agreement and Acceptance

By signing this Agreement, all parties acknowledge that they have read, understood, and agreed to be bound by all the terms and conditions contained herein. This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, communications, and agreements, whether written or oral, relating to the subject matter. Each party confirms that they enter into this Agreement voluntarily and with full authority to do so.

Signed by  
Frank Stirling  
Director

A handwritten signature in black ink, appearing to be 'F. Stirling', written over a horizontal line.

Duly authorised for and on behalf of the Company  
29/11/2024

Signed by  
xxxxxxx  
Position -

Duly authorised for and on behalf of the Provider



Signed: 21/08/2023

+44(0) 333 4

Old Market S

[opusapeiro.com](https://opusapeiro.com)

A handwritten signature in black ink, consisting of a stylized 'P' followed by several horizontal strokes.