

1.	<b>Interpretation</b>	2.3	Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
	<b>The following definitions and rules of interpretation apply in these Conditions.</b>		
1.1	Definitions:	2.4	These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
	<b>Business Day</b>		a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
	<b>Charges</b>	2.5	Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 (twenty) Business Days from its date of issue.
	<b>Commencement Date</b>		has the meaning given in clause 2.2.
	<b>Conditions</b>	3.	<b>Supply of Services</b>
	<b>Contract</b>	3.1	The Supplier shall supply the Services to the Customer in accordance with Schedule 1 and/or Schedule 2 (as applicable) in all material respects.
	<b>Control</b>	3.2	The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
	<b>Controller</b>	3.3	Where the Customer requires any variation to the Services:
	<b>Customer</b>	3.3.1	the Supplier shall notify the Customer in writing of such proposed variation together with any additional Charges which will be incurred prior to commencing the additional or varied Services;
	<b>Customer Default</b>	3.3.2	the Customer shall either notify the Supplier in writing within 7 (seven) days of receiving the notification of proposed variation:
	<b>Data Protection Legislation</b>	3.3.2.1	that it agrees to such variation together with any additional Charges, in which case the Contract shall be varied accordingly; or
		3.3.2.2	that it does not agree to such variation, the additional Charges, in which case the Contract shall not be amended and the variation to the Services shall not be made; and
	<b>Deliverables</b>	3.3.3	if the Customer does not notify the Supplier in accordance with either clause 3.3.2.1 or 3.3.2.2 within 7(seven) days, the Contract shall not be amended and the variation to the Services shall not be made.
			Such additional Charges shall be calculated on either an hourly time spent or fixed price basis, at the sole discretion of the Supplier.
	<b>Intellectual Property Rights</b>	3.4	The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
		4.	<b>Customer's Obligations</b>
	<b>Order</b>	4.1	The Customer shall:
		4.1.1	ensure that the terms of the Order and any information it provides to the Supplier are complete and accurate;
		4.1.2	co-operate with the Supplier in all matters relating to the Services;
		4.1.3	provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
		4.1.4	provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
		4.1.5	prepare the Customer's premises for the supply of the Services;
		4.1.6	obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
		4.1.7	keep all materials, equipment, documents and other property of the Supplier ( <b>Supplier Materials</b> ) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
		4.1.8	comply with any additional obligations as set out in the Order;
		4.2	<b>Site Access.</b>
		4.2.1	The Customer is exclusively responsible for making all necessary notices and arrangements to grant us access to your site, and third-party landholdings (if any), and to secure it after we have left.
		4.2.2	The Supplier requires free and unfettered access to relevant areas of your site or property.
		4.2.3	Access must be free from hazards to health including but not limited to medical paraphernalia and animal excrement.
		4.2.4	Access must always be arranged by the Customer in an appropriate time frame and not less than two working days before the Supplier is due to visit your site.
		4.2.5	The Supplier is not responsible to hold, collect, drop off or post keys.
		4.3	<b>Site Plans, Drawings and any other site related data</b>
		4.3.1	Depending upon the type of survey the Customer instructs, the Customer may need to supply the Supplier with a topographical survey drawing in specific file format as required showing clearly all salient features of the site in addition to a drawing or plan showing clearly the Customer's expectation of the survey area extent. This drawing must be correctly geo-referenced.
		4.3.2	It is the Customer's responsibility to provide the Supplier with clear instructions of project proposal and any previous correspondence or scoping discussion relevant to the project work so that the Supplier can carry out its assessment with best available information. Any undisclosed information may require further revision to our work which may incur additional costs.
		4.3.3	If different scenario modelling is required, including for previous site uses that currently are not in existence, then it is the Customer's responsibility to provide us with relevant drawings in the required file format for us to carry out consulting work.
		4.3.4	The accuracy of any site plans/drawings and any other data are the Customer's responsibility; and
2.	<b>Basis of Contract</b>	4.4	If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ( <b>Customer Default</b> ):
2.1	The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.	4.4.1	without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its
2.2	The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, at which point and on which date the Contract shall come into existence ( <b>Commencement Date</b> ).		
1.2	Interpretation:		
	1.2.1		A reference to legislation or a legislative provision shall include all subordinate legislation under that legislation or legislative and is a reference to it as amended, extended or re-enacted from time to time;
	1.2.2		Any words following the terms <b>including, include, in particular, for example</b> or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
	1.2.3		A reference to <b>writing</b> or <b>written</b> excludes fax but includes email.

<p>obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;</p> <p>4.4.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.4; and</p> <p>4.4.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.</p> <p><b>5. Charges and Payment</b></p> <p>5.1 The Charges for the Services shall be calculated on a time and materials basis:</p> <p>5.1.1 the Charges shall be calculated in accordance with the Supplier's hourly fee rates, as set out in 0 or as otherwise set out in the Order.</p> <p>5.1.2 the Supplier's hourly fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;</p> <p>5.1.3 the Supplier shall be entitled to charge an overtime rate; and</p> <p>5.1.4 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.</p> <p>5.2 The Charges payable by the Customer to the Supplier shall include time reasonably spent in carrying out the Services, including any travelling time incurred by the Supplier in connection with the Services.</p> <p>5.3 The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.</p> <p>5.4 In relation to Structural Engineering Services (as set out in Schedule 1), the Supplier shall invoice the Customer for the Services set out in the Order within 14 days after the Order or as otherwise agreed and set out in the Order or separate cost proposal letter.</p> <p>5.5 In relation to Environmental Services (as set out in Schedule 2), Supplier shall:</p> <p>5.5.1 Firstly, where a site visit is required, invoice the Customer [20] days prior to its site visit to the Customer's site to cover the costs and expenses of such site; and</p> <p>5.5.2 Secondly, invoice the Customer on the submission of the Deliverables to the Customer. for the Services set out in the Order.</p> <p>Where a site visit is not required, the Supplier shall invoice the Customer in accordance with clause 5.5.2.</p> <p>5.6 The Supplier shall not commence the Services and, in no event, shall it release the Deliverables until the invoice, as set out in clause 5.4, has been settled by way of payment on account.</p> <p>5.7 During the course of the Services, if the Supplier considers there to be additional work and fees outside of the initial invoice, as set out in clause 5.4 (including but not limited to surveys, additional time required for the Services, material or substantial changes to the proposed development plans or the need to purchase third-party data in relation to the Services), the Supplier shall agree such work and fees with the Customer prior to commencing such work. Such fees shall be invoiced to the Customer on completion of the Services prior to the delivery of the Deliverables.</p> <p>5.8 Where third party goods, services, data or other involvement is required for the Supplier's completion of the Services, such third party fees are not included in the Supplier's fee estimate provided in the Order, unless agreed otherwise.</p> <p>5.9 Once the Deliverables are signed off by the Customer or its planning consultant and submitted to the planning authority, if additional Services are required, such work shall be subject to an additional fee which shall be notified to the Customer prior to the commencement of such Services (other than in the event of a request for clarification).</p> <p>5.10 The Customer shall pay each invoice submitted by the Supplier:</p> <p>5.10.1 within 7 (seven) days of the date of the invoice; and</p> <p>5.10.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.</p> <p>5.11 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier 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.</p> <p>5.12 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.12 will accrue each day at 5 (five) per cent a year above the Bank of England's base rate from time to time, but at 5 (five) per cent a year for any period when that base rate is below 0%.</p> <p>5.13 If the Customer fails to make a payment due to the Supplier under the Contract by the final date for payment, then, without limiting the Supplier's remedies under clause 9, the Supplier is entitled to suspend the Services by giving not less than seven days' written notice to the Customer of its intention to do so (and stating the ground or grounds on which it intends to suspend performance) and cancel any future Services until such payment is made.</p> <p>5.14 All amounts due under the Contract 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).</p> <p>5.15 The Supplier shall only issue receipt of payment on the written request of the Customer.</p> <p><b>6. Intellectual Property Rights</b></p> <p>6.1 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 the Customer) shall be owned by the Supplier.</p> <p>6.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.</p>	<p>6.3</p> <p>6.4</p> <p>7.</p> <p>8.</p> <p>8.1</p> <p>8.1.1</p> <p>8.1.2</p> <p>8.2</p> <p>8.3</p> <p>8.3.1</p> <p>8.3.2</p> <p>8.3.3</p> <p>8.3.4</p> <p>8.3.5</p> <p>8.3.6</p> <p>8.3.7</p> <p>8.4</p> <p>8.5</p> <p>9.</p> <p>9.1</p> <p>9.2</p> <p>9.3</p> <p>9.3.1</p> <p>9.3.2</p> <p>9.3.3</p> <p>9.4</p> <p>9.5</p> <p>9.5.1</p> <p>9.5.2</p> <p>9.5.3</p> <p>10.</p> <p>10.1</p> <p>10.1.1</p> <p>10.1.2</p> <p>10.2</p> <p>10.3</p>	<p>The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.</p> <p>The Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.</p> <p><b>Data Protection</b></p> <p>The parties shall comply with their data protection obligations as set out 0.</p> <p><b>Limitation of Liability</b></p> <p>The Supplier's liability under or in connection with these Conditions shall be limited to five times the Charges or £50,000 in the aggregate, whichever is the lesser. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. Provided that this clause 8.1 shall not exclude or limit the Supplier's liability for:</p> <p>death or personal injury caused by the Supplier's negligence; or</p> <p>fraud or fraudulent misrepresentation.</p> <p>Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.</p> <p>Subject to clause 8.2 and clauses 8.1.1, 8.1.2, this clause 8.3 sets out the types of loss that are wholly excluded:</p> <p>loss of profits;</p> <p>loss of sales or business;</p> <p>loss of agreements or contracts;</p> <p>loss of anticipated savings;</p> <p>loss of use or corruption of software, data or information;</p> <p>loss of or damage to goodwill; and</p> <p>indirect or consequential loss.</p> <p>Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.</p> <p>This clause 8 shall survive termination of the Contract.</p> <p><b>Termination</b></p> <p>This agreement shall terminate upon the delivery of the Deliverables from the Supplier to the Customer.</p> <p>Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party no less than three months' written notice.</p> <p>Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:</p> <p>the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;</p> <p>the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or</p> <p>the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.</p> <p>Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.</p> <p>Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:</p> <p>the Customer fails to pay any amount due under the Contract on the due date for payment;</p> <p>the Customer becomes subject to any of the events listed in clause 9.3.2 or clause 9.3.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them; and/or</p> <p>the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 9.3.1.</p> <p><b>Consequences of Termination</b></p> <p>On termination of the Contract:</p> <p>the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services which have been supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and</p> <p>the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.</p> <p>Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.</p> <p>Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.</p>
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11. **General** under Part I of the Scheme for Construction Contracts (England and Wales) Regulations, which Part shall take effect as if it was incorporated into this clause.
- 11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control (including but not limited to industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question).
- 11.11 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 11.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- If the period of delay or non-performance continues period of more than 90 (ninety) days, either party may terminate the Services immediately upon written notice to the other party.
- 11.2 **Assignment and other dealings.**
- 11.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 11.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 11.3 **Confidentiality.**
- 11.3.1 Each party undertakes that it shall not at any time during the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.
- 11.3.2 Each party may disclose the other party's confidential information:
- 11.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
- 11.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 11.4 **Entire agreement.**
- 11.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 11.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract deleted under this clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.8 **Notices.**
- 11.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.
- 11.8.2 Any notice shall be deemed to have been received:
- 11.8.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 11.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 11.8.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.8.3 This clause 11.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 11.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.10 **Adjudication.**
- 11.10.1 Subject to either party's right to adjudicate at any time, the parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.
- 11.10.2 Notwithstanding any other provision of this appointment either party may refer a dispute arising under these Conditions to adjudication at any time
- Schedule 1 - Structural Services**
1. As per the fee quotation (if applicable)
- Schedule 2 - Environmental Services**
2. As per the fee quotation (if applicable)
- Schedule 3 - Charges**
- Draughting: £55 per hour  
Technicians/Graduates: £70 per hour  
Engineers/Associates: £90 per hour  
Directors: £120 per hour
- Schedule 4 - Data Protection**
1. This Schedule 4 sets out the additional terms, requirements and conditions on which the parties will Process Personal Data. The parties consider that the data sharing is necessary under this Contract and is to facilitate the provision of the Services.
2. Notwithstanding clauses 3 – 5 below, each party acting as a Data Controller in relation to personal data, confirms that it will comply with the relevant Data Protection Legislation.
3. Each party confirms that it will comply with the relevant Data Protection Legislation.
4. The parties agree and acknowledge that for the purpose of the Data Protection Legislation:
- 4.1 the Customer is the Controller and the Supplier is the Processor;
- 4.2 the Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written Processing instructions it gives to the Supplier; and
- 4.3 the Customer shall make available on written request all information and documentation necessary for the Supplier to demonstrate compliance with its obligations under applicable Data Protection Legislation.
5. The Supplier shall ensure that it complies with Data Protection Legislation and:
- 5.1 Processes Personal Data only on the written instructions of the Customer unless otherwise required to Process such data by law (in which case, the Supplier shall promptly notify the Customer of such Processing unless, prohibited from doing so by law);
- 5.2 notifies the Customer promptly if it considers that in its opinion any of the Customer's instructions infringes any applicable Data Protection Legislation;
- 5.3 ensure that all its employees and other members of its staff who have access to and/or Process Personal Data are obliged to keep that data confidential;
- 5.4 implements appropriate technical and organisational measures to ensure the security of Personal Data;
- 5.5 creates and maintains documentation of all appropriate technical and organisational measures adopted and Processing activities undertaken, the documentation shall promptly be made available to the Customer on written request;
- 5.6 ensures that Personal Data will only be Processed in a manner that complies with applicable Data Protection Legislation;
- 5.7 assists the Customer to comply with its obligation to respond to requests for exercising data subject's rights under applicable Data Protection Legislation;
- 5.8 assists the Customer to comply with its obligation to implement appropriate technical and organisational measures for the security of the Personal Data;
- 5.9 assists the Customer to comply with its obligation to notify a Supervisory Authority of a Personal Data Breach;
- 5.10 assists the Customer to comply with its obligation to notify Data Subjects of a Personal Data Breach;
- 5.11 assists the Customer to respond to requests from a Supervisory Authority;
- 5.12 assists the Customer to carry out data privacy impact assessments relating to the services and the Personal Data;
- 5.13 at the choice of the Customer, deletes or returns all personal data to the Customer promptly after the end of the delivery of the Services and deletes all copies in its possession or control of Personal Data unless any applicable law requires otherwise; makes available to the Customer on written request all information and documentation necessary for it to demonstrate compliance with its obligations under applicable Data Protection Legislation;
- 5.15 ensures that where a sub-Processor is engaged to carry out any Processing activities on behalf of the Customer the same data protection obligations as set out in this Contract shall be imposed on that sub-Processor by way of a written contract or other legal act which shall provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of applicable Data Protection Legislation; and
- 5.16 ensures before any international transfers, appropriate safeguards for that international transfer is in accordance with Data Protection Legislation and will ensure that enforceable rights and effective legal remedies for Data Subjects are available.