

PLANITLIVE LTD: SUPPLIER TERMS AND CONDITIONS

THE SUPPLIER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 10 (LIMITATION OF LIABILITY).

1. INTERPRETATION

THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.

1.1 Definitions:

Booking Form: the document agreed with the Client in accordance with these Conditions, setting out all details of the Supplier Products to be provided to the Client under the Supplier Product Terms, and other special terms.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Supplier to Planit for performance of the Services in accordance with clause 7 (Charges and payment).

Client: Planit's end client who may be interested in the provision of the Supplier Products.

Client Brief: a booking request made by a Client and submitted via Planit's Platforms.

Client Fees: total amount of fees and costs payable by the Client for the provision of the Supplier Products, as set out in the relevant Booking Form.

Commission: has the meaning given in clause 7.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.5.

Contract: the contract between Client and the Supplier for the supply of Supplier Products as formed in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Data Protection Legislation: Data Protection Legislation means the UK GDPR, the Data Protection Act 2018, the Privacy in Electronic Communications Regulations 2003 together with such other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and special category personal data (including but not limited to electronic communications). '**controller, processor, data subject, personal data, special category data, personal data breach, processing and appropriate technical and organisational measures**', shall have the meaning as set out in the Data Protection Legislation in force at the time.'

Deposit: initial amount requested by Supplier in order to start the provision of the Supplier's Services, as specified in a Quote. Where referred to in a Booking Form, it may include applicable Charges.

Approved Quote: the meaning set out in clause 4.1(c).

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks 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.

Payment Terms: method through which the Client Fees shall be paid, as agreed in a Booking Form;

Planit: Planitlive Ltd registered in England and Wales with company number 12812870.

Planit Materials: has the meaning set out in clause 6.1(i).

Planit Platforms means <https://www.planit-live.com> and such other websites, web-app and/or applications notified by Planit to the Supplier from time to time and as operated by Planit for the performance of the Planit Services.

Registration: has the meaning set out in clause 2.1

Supplier: the partner who purchases Services from Planit for a Commission and provides Supplier Products to Planit's Clients, under these Terms and as specified in a Quote and formalised on a Booking Form.

Supplier Default: has the meaning set out in clause 6.2.

Supplier Material: means such items, information or materials (including any trademark, brand image, logos, promotional and marketing content) provided by the Supplier to Planit for the purpose of Planit providing the Services.

Supplier Products: the services to be provided by the Supplier to the Client, as specified in a Booking Form, and subject to a separate contract between the Client and Supplier in accordance with the Supplier Product Terms.

Supplier Product Terms: all terms and conditions related to the Supplier's business provided by the Supplier with an Approved Quote or at Planit's request which are applicable to the Supplier Products as detailed in an Approved Quote.

Services: the introduction, account management and support services provided by Planit to the Supplier under this agreement, as specified in clause 3.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including**, **include** for **example** 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.
- (c) A reference to **writing** or **written** includes emails.
- (d) When there is a conflict or inconsistency between these Conditions, an Approved Quote and a valid Booking Form, the following order of precedence shall prevail:
 - (i) Booking Form
 - (ii) Conditions
 - (iii) Approved Quote.

2. BASIS OF CONTRACT/REGISTRATION

- 2.1 A Supplier must be registered with Planit in order to receive the Services, to submit Approved Quotes to Clients and/or perform Supplier Products for Clients (**Registration**). Such Registration shall be made via the Planit Platforms and shall be subject to such procedure and requirements as determined by Planit from time to time.
- 2.2 Planit reserves the right to amend the Registration requirements from time to time on notice to Suppliers, and to immediately suspend access to the Services or end the Supplier's Registration if, in Planit's reasonable opinion, the Supplier does not satisfy any Registration requirements.
- 2.3 On successful Registration the Supplier shall be bound by these Conditions which shall apply to the Services provided by Planit and the booking process as detailed in clause 4, as well as the process for entering Contracts between the Client and Supplier.

3. PLANIT'S SUPPLY OF SERVICES

- 3.1 Planit shall supply the Services to the Supplier in accordance with this clause 3.
- 3.2 Planit reserves the right to amend these 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 Planit shall notify the Supplier in any such event.

- 3.3 Planit warrants to the Supplier that the Services will be provided using reasonable care and skill and will use all reasonable endeavours to promote and market the Supplier Products through the Planit Platforms. However, Planit does not guarantee any purchase of the Supplier Products by Clients.
- 3.4 Planit Shall:
- (a) use reasonable endeavours to introduce the Supplier to Clients of Planit, specifically by the provision of Client Briefs relevant to the Supplier Products, and otherwise in support of the booking process set out in clause 4;
 - (b) maintain and develop the Planit Platforms;
 - (c) provide access to the Planit Platforms and associated services in support of a Supplier submitting Approved Quotes and entering Contracts, as detailed on the Planit Platforms and which may include:
 - (i) support with pitch or quote submission;
 - (ii) management of payment processes;
 - (iii) two-way process to rate clients and ensure transparency;
 - (iv) telephone support for the pitch process; and/or
 - (v) creating a workflow and timeline to assist delivery of Supplier Products;
 - (d) make such adaptations to the Planit Platforms as may reasonably be required to ensure that Supplier Products can be promoted by Planit;
 - (e) use all reasonable endeavours to ensure that the Planit Platforms are available on a 24 hours a day and 7 days a week basis, subject to any planned downtime or scheduled maintenance. In the event of any unplanned downtime, emergency maintenance or downtime otherwise caused, Planit shall take reasonable steps to ensure that any downtime is minimised. In any event, Planit shall not be liable to the Supplier for any losses, damages and/or claims arising from downtime of the Planit Platforms.
- 3.5 Planit shall be free to publicise, communicate and otherwise promote the existence of the Supplier's Registration and this relationship, save that Planit shall only use trademarks, brand images or logos of the Supplier which have been generally approved for identification within the Supplier's supply chain, or have otherwise been agreed in writing by the Supplier whether in the Quote, Booking Form or elsewhere.

4. **BOOKING PROCESS**

- 4.1 The Supplier agrees that the following booking process for Supplier Services shall be followed on all occasions:
- (a) Planit will contact the Supplier with any relevant Client Briefs;
 - (b) If a Client Brief interests the Supplier, the Supplier will provide Planit with a quote detailing all products, services, delivery times, and any other relevant specifications, as applicable, by filling out a template quote provided by Planit at the time;
 - (c) Planit and Client will discuss the quote, clarify any further topics and agree with a final version of the quote in readiness to be pitched by Planit to the Client (for the purposes of these Conditions, an '**Approved Quote**');
 - (d) Planit will pitch the Approved Quote to the Client and, if successful, the acceptance will be formalized by means of a Booking Form.
- 4.2 Once the Approved Quote is presented to the Client by Planit, the Approved Quote will be binding in relation to all Supplier obligations relating to the applicable Supplier Services and may not be changed unilaterally by the Supplier. Planit may on their own discretion suggest changes to the Approved Quote if reasonably justifiable or if after presenting the Approved Quote to the Client, changes were requested by the Client. In any of such two situations, the Supplier will also be able to make changes to, or confirm, the updated Approved Quote.
- 4.3 For the avoidance of doubt, the Approved Quote shall be considered an offer conditioned to the acceptance by the Client by means of a Booking Form (which shall contain all relevant information from the Approved Quote), which when signed or otherwise accepted in writing by the Client shall form a Contract between the Client and Supplier on the same date.

- 4.4 Once a Contract is formed for a booking, such Contract may only be cancelled in accordance with the Supplier Product Terms or as otherwise agreed between the Client and Supplier, save that clause 5.5 (entitlement to Charges) shall always apply.

5. SUPPLIER PRODUCTS

- 5.1 The Supplier shall provide the Client with the Supplier Products as detailed in the Approved Quote and as agreed by means of a Booking Form.
- 5.2 The Supplier Product Terms will apply to the provision of the Supplier Products. The Supplier will provide Planit with a copy of all applicable Supplier Product Terms in their updated versions, in each case, whenever providing an Approved Quote. Once the Supplier Product Terms is provided to Planit by the Supplier in relation to a specific Approved Quote, no updates or newer versions of the Supplier Product Terms will be accepted, and the originally provided Supplier Product Terms shall apply throughout the whole booking process detailed in clause 4 and provision of Supplier Products.
- 5.3 The Supplier Product Terms shall apply between the Client and Supplier in respect of all provisions related to the execution and delivery of the Supplier Products, including in relation to any products and materials which may be involved in the Supplier Products as specified in an Approved Quote, as well as any ancillary documents.
- 5.4 Any variations to the Supplier Products provided in an agreed Booking Form, including but not limited to changes to the scope, location, dates, and increase in the Client Fees, will need to undergo the same booking process detailed in these conditions in clause 4 and must be reflected in a Booking Form or amendment to a Booking Form, as agreed between the Parties at the time. For the avoidance of doubt, should there be any increase in the Client Fees as a result of such changes, Planit will be entitled to a proportional increase of the Charges.
- 5.5 In the event of cancellation of the Supplier Products by a Client or other reduction of the Client Fees due to the Supplier after a Booking Form has been agreed, each as permitted under the Supplier Product Terms, Planit will still be entitled to the Charges in respect of any reduced fee and/or cancellation fee which a Supplier receives from a Client, in accordance with the commission percentage detailed in clause 7.2.

6. SUPPLIER'S OBLIGATIONS

- 6.1 The Supplier shall:
- (a) provide the Supplier Products with reasonable care and skill and applying best industry practices;
 - (b) comply with all applicable laws and regulations, as well as good customs, at all times when in relation to this agreement;
 - (c) not contact the Client in relation to a Client Brief before being formally introduced to the Client by Planit or without the prior consent of Planit;
 - (d) use its best endeavours to provide Planit with a feedback in relation to the Services and/or the experience of providing the Supplier Products to the Client, whenever requested by Planit;
 - (e) ensure that the terms of the quote and Approved Quote and any information it provides in a specification of Supplier Products are complete and accurate;
 - (f) co-operate with Planit in all matters relating to the Services, including in relation to requests for information, progress reports, management information, delivery timescales, delays in delivery and such other information related to the supply of Supplier Products to a Client;
 - (g) provide Planit with any such other information and materials as Planit may reasonably require when supplying the Services and ensure that such information is complete and accurate in all material respects and kept up to date.
 - (h) obtain and maintain all necessary licences, permissions and consents which may be required for the Supplier Products before the date on which the Supplier Products are to start;
 - (i) keep all Approved Quotes, Booking Forms, materials, documents and other property of Planit (**Planit Materials**) confidential and secure, and not dispose of or

use Planit Materials other than in accordance with Planit's written instructions or authorisation;

- (j) use the trademarks of Planit and such other brand images or logos as identified by Planit to the Supplier from time to time, for the purpose of identifying the Supplier as being part of Planit' Supplier network and otherwise promoting the relationship with Planit. Such use shall be always subject to final approval of Planit, and all trademarks, brand images, logos and other items shall remain at all times owned by Planit or its Group.
- (k) Always comply with the requirements and commitments agreed with Planit and notify Planit as soon as possible in the event the Supplier no longer complies, or reasonably believes they will no longer be able to comply with such.
- (l) maintain, for the duration of Registration and for 2 years afterwards, adequate insurance in relation to the Supplier Products and the Supplier's obligations under a Contract, and the Supplier shall provide evidence of the insurance in place to Planit if requested; and
- (m) comply with any additional obligations as set out in the Approved Quote and Booking Form.

6.2 If Planit's performance of any of its obligations under these Conditions is prevented or delayed by any act or omission by the Supplier or failure by the Supplier to perform any relevant obligation (**Supplier Default**):

- (a) without limiting or affecting any other right or remedy available to it, Planit shall have the right to suspend performance of the Services and/or Registration to Planit Platforms, until the Supplier remedies the Supplier Default, and to rely on the Supplier Default to relieve it from the performance of any of its obligations in each case to the extent the Supplier Default prevents or delays Planit's performance of any of its obligations; and
- (b) Planit shall not be liable for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from Planit's failure or delay performing any of its obligations as set out in this clause 6.2.

7. **CHARGES AND PAYMENT**

- 7.1 The Charges for the Services shall be on a commission basis and as set out in this clause 7.
- 7.2 The Supplier will pay Planit a commission in the amount of 10% of the full Client Fees by the Client for the Supplier Products (**Commission**) under each Booking Form, unless a different amount is agreed between the parties in the relevant Approved Quote.
- 7.3 The Charges shall become due to Planit on the date a Contract is formed in accordance with clause 4 (Booking Process), but will be payable in accordance with clause 7.6.
- 7.4 Planit shall be entitled to the Commission from the Supplier in the event the Supplier provides any goods and/or services to a Client identified to them by Planit within a Client Brief or during the booking process (clause 4), and such supply takes place within 12 months of the date of the Client Brief or other introduction by Planit. Such Commission shall be calculated against the total fees and costs paid by the Client to the Supplier for such goods and/or services. Planit reserves the right to inform Clients when Planit believes Commission should be due and payable to Planit for any services or goods which a Supplier provides to a Client directly, outside of these Conditions.
- 7.5 In the event the Client and Supplier agree changes to the scope of the project and/or the Supplier Products agreed under a Contract, which results in any increase in the applicable Client Fees, Planit shall be entitled to Commission on the same basis in relation to the additional Client Fees. The Supplier shall pay such additional Commission which shall be included within the next invoice to be submitted by Planit under clause 7.6.
- 7.6 The Supplier will invoice the Client directly for the Supplier Products in accordance with the Supplier Product Terms and Approved Quote. Unless otherwise agreed in an Approved Quote, Planit shall invoice the Supplier for the Charges in two equal instalments, the invoice for the first instalment may be submitted once the Booking Form is accepted in accordance with clause 4.3, and the invoice for the second instalment may be submitted on completion of delivery of the Supplier Products by the Supplier to the Client (whether considered successful completion or not by the Client and/or Supplier). The Supplier shall pay each invoice submitted by Planit within 30 days of the date of the invoice; and in full and in cleared funds

to a bank account nominated in writing by Planit, and time for payment shall be of the essence of the contract.

- 7.7 Planit reserves the right to increase the Charges on an annual basis with effect from 1st April each anniversary of the Commencement Date, by providing notice to Supplier (which will include via the Planit Platforms). No change to the Charges will come into effect in relation to an Approved Quote which has already been pitched to the Client.
- 7.8 Planit reserves the right to inspect the records retained by the Supplier on reasonable notice and not more than once in every 12-month period, to confirm the accuracy of Charges paid and payable under the Contract. Such inspection may take place at the premises of the Supplier if satisfactory records are not provided by the Supplier, to which the Supplier must provide access on reasonable notice. Such inspection may, at the discretion of Planit, also relate to the subject matter of this Agreement, compliance with clauses 6.1(k).
- 7.9 All amounts payable by the Supplier under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**), which shall be payable by the Supplier when presented with a VAT invoice.
- 7.10 If the Supplier fails to make a payment due to Planit under these Conditions by the due date, then, without limiting Planit's remedies under clause 11, the Supplier 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 7.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Supplier Materials) shall be owned by Planit. All Intellectual Property Rights in or arising out of or in connection with the Supplier Products (other than Intellectual Property Rights in any Booking Form) shall be owned by the Supplier.
- 8.2 Planit grants to the Supplier, or shall procure the direct grant to the Supplier of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to:
- (a) use and copy the Planit Materials the purpose of receiving and using the Services in its business;
 - (b) to use the trademark(s), brand images and logos in accordance with clause 6.1(j).
- 8.3 The Supplier shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.
- 8.4 The Supplier grants Planit a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify any Supplier Materials for the term of the Contract for the purpose of providing the Services to the Supplier. The Supplier also grants Planit a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify any images and/or video recordings related to the Supplier Materials for the term of the Contract for the purpose of providing the Services to the Supplier, including related for marketing purposes in connection with Planit trademarks in Planit Platforms.
- 8.5 Both Planit and the Supplier warrant to each other that they have the necessary Intellectual Property Rights, title, licences, consents and/or permissions to grant the licences contained in this clause 8.

9. DATA PROTECTION

- 9.1 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect. It is not intended for Planit to be a data processor in relation to performance of the Services, and any

personal data processed or shared between the parties shall relate to ancillary contact information for personnel of either party.

- 9.2 Where relevant, all terms of the [Planit Privacy Policy](#) will apply.
- 9.3 In the event the Supplier agrees to process personal data on behalf of a Client, the Supplier shall be responsible for agreeing such processing directly with the Client and ensuring compliance with the Data Protection Laws.
- 10. LIMITATION OF LIABILITY: THE SUPPLIER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 10.1 The limits and exclusions in this clause reflect the insurance cover Planit has been able to arrange and which is appropriate for the Services. The Supplier is responsible for ensuring it has appropriate insurance in place to in relation to the supply of Supplier Products to Clients and otherwise in relation to any excess loss under these Conditions. The Supplier shall provide evidence of such insurance to Planit upon request.
- 10.2 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 10.4 In no circumstances shall Planit be deemed liable for Clients' behaviour, actions, non-payment or any other reasonably direct responsibility deemed to be of Clients in receipt of the Supplier Products, according to the Booking Form and to the Supplier Product Terms, where applicable. Such liability for performance and receipt of the Supplier Products shall be determined between the Client and the Supplier under a Contract, in accordance with the Supplier Product Terms
- 10.5 Nothing in these Conditions shall limit any liability which cannot be excluded in law, including for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.6 Subject to clause 10.3 (No limitation in respect of deliberate default), and clause 10.5 (Liabilities which cannot legally be limited), both parties' total liability to the other shall be as follows:
- (a) for loss arising from failure to comply with its data controller obligations under clause 9 shall not exceed £1,000,000.
 - (b) for loss arising under the indemnity in clause 10.8 shall not exceed £1,000,000.
 - (c) for loss or claims arising under the indemnity given by the Supplier in clause 10.7, for which liability shall remain unlimited; and
 - (d) for all other loss or damage shall not exceed, in the 12-month period commencing on the Commencement Date and each subsequent 12-month period (each a **Contract Year**), shall not exceed the Charges paid and/or payable in the respective Contract Year.
- 10.7 The Supplier shall indemnify Planit in full against all liabilities, damages and losses, as well as reasonable costs and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Planit, arising out of or connection with the supply by the Supplier (or any of its offices, subcontractors or otherwise representatives) of the Supplier Products to Clients, or any claim by a Client or third party related to the same.
- 10.8** Each party shall indemnify the other against all liabilities damages and losses, as well as reasonable costs and expenses, (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with

the breach of the Intellectual Property Rights warranty given in clause 8.5 by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

- 10.9 Subject to clause 10.3 (No limitation in respect of deliberate default) and clause 10.5 (Liabilities which cannot legally be limited), this clause 10.7 sets out the types of loss that are wholly excluded:
- (a) loss of profits
 - (b) loss of sales or business.
 - (c) loss of agreements or contracts.
 - (d) loss of anticipated savings.
 - (e) loss of use or corruption of software.
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 10.10 Planit has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.11 This clause 10 shall survive termination of the Contract.

11. TERMINATION OF REGISTRATION

- 11.1 Without affecting any other right or remedy available to it, either party may terminate the Registration immediately by giving the other party written notice or such other method specific on the Planit Platform.
- 11.2 Without affecting any other right or remedy available to Planit, termination or suspension of Registration shall not affect any entitlement to Charges due to Planit under these Conditions.
- 11.3 The Supplier acknowledges and agrees that the termination of Registration shall not affect any Contracts already entered between the Supplier and a Client, which shall continue under their terms and for the duration as agreed between the Client and Supplier.
- 11.4 Without affecting any other right or remedy available to it, Planit may terminate the Registration or suspend the Services with immediate effect by giving written notice to the Supplier if the Supplier fails to pay any Client Fees under the Contract on the due date for payment.

12. CONSEQUENCES OF TERMINATION

- 12.1 On termination of Registration:
- (a) Planit shall still be entitled to payment of the Charges in accordance with clause 7, until all relevant Client Fees have been paid under a Contract,
 - (b) the Supplier shall immediately pay to Planit any outstanding unpaid invoices and interest which are due and, in respect of any such Charges for which no invoice has been submitted, Planit shall submit an invoice, which shall be payable by the Supplier immediately on receipt;
 - (c) the Supplier shall return all of Planit Materials;
 - (d) Planit shall return all of Supplier Materials;
 - (e) All access to Planit Platforms or other licences granted under these Conditions shall immediately terminate, including without limitation those granted under clauses 8.2 and 8.4.

12.2 Termination of the Registration 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 these Conditions which existed at or before the date of termination or expiry.

12.3 Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination of Registration shall remain in full force and effect.

13. GENERAL

13.1 **Force majeure.** Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13.2 Assignment and other dealings.

- (a) Planit 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 these Conditions
- (b) The Supplier 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 these Conditions without the prior written consent of Planit.

13.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Suppliers, clients (including the Client) or suppliers of the other party, except as permitted by clause 13.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) 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 13.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Conditions.

13.4 Entire agreement.

- (a) These Conditions apply to the Services and the formation of Contracts, to the exclusion of any other terms otherwise referred to and on the same subject matter as detailed within a Contract, or which are implied by law, trade custom, practice or course of dealing, supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties.
- (b) The Supplier acknowledges that on Registration with Planit, 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 these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Conditions.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

13.5 **Variation.** Planit may vary these Conditions by providing 30 days' notice to the Supplier using the communication methods held on the Planit Platforms, such notice to include details of the variation and the changes shall only take effect at the end of the notice period and only for Approved Quotes and Booking Forms agreed after the date of variation. Except as set out in these Conditions, no variation of the Booking Form, Approved Quote or Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.6 **Waiver.** A waiver of any right or remedy under these Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or default. A failure or delay by a party to exercise any right or remedy provided under these Conditions 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 Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.7 **Severance** If any provision or part-provision of these Conditions 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 these Conditions.

13.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with these Conditions 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 on Registration or otherwise available on Planit Platforms.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) 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
 - (iii) if sent or 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* 13.8(b)(iii), business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 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.

13.9 Third party rights.

- (a) Unless it expressly states otherwise, these Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Conditions
- (b) The rights of the parties to rescind or vary any contract under these Conditions are not subject to the consent of any other person.

13.10 **Governing law.** These Conditions, 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.

13.11 **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 these Conditions or their or its subject matter.

