

STOP START TRANSPORT LIMITED – TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

CUSTOMERS WILL BE ASKED TO SIGN OUR STANDARD T&Cs WHICH MEET THEIR COMMERCIAL ARRANGEMENTS WITH STOP START. THIS DOCUMENT IS ILLUSTRATIVE OF THIS.

Date: 2023

Parties

(1) **Stop Start Transport Limited** incorporated and registered in England and Wales with company number 13763831 whose registered office is at 291 Upper Richmond Road, London, England, SW15 6NP (**Stop Start**).

(2) incorporated and registered in
whose registered office is at

(**Customer**).

1 Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreement means these terms and conditions as amended from time to time in accordance with clause 14.4.

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

Contract Price means £ for the Initial Term, and such other amount as may be agreed between the parties in writing in respect of each Extended Term.

Commencement Date means the date of execution of this Agreement.

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

Customer Default has the meaning set out in clause 5.3.

Deliverables means the deliverables produced by Stop Start for the Customer in the provision of the Services (if any).

Delivery Date means the estimated date(s) for the completion of the Delivery Services, specified in the applicable Order, and **Delivery Dates** shall be construed accordingly.

Delivery Location means the premises at which the Goods are to be delivered by Stop Start, specified in the applicable Order, and **Delivery Locations** shall be construed accordingly.

Delivery Services means the services to be provided by Stop Start in respect of the delivery of the Goods to the Delivery Location on or around the Delivery Date, as specified in the applicable Order.

Extended Term has the meaning set out in clause 2.2.

Facility means the Stop Start premises at which Stop Start will store the Goods during the Storage Period, and **Facilities** shall be construed accordingly.

Force Majeure Event has the meaning given to it in clause 14.1.1.

Goods means the goods (or any part of them) to be stored and/or delivered by Stop Start, set out in the applicable Order.

Initial Term means a period of 12 months from the Commencement Date.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

OMS means Stop Start's order management system, as may be updated by Stop Start from time to time, through which the Customer may place Orders from time to time.

Order means the Customer's order for the supply of Services.

Order Acknowledgement means the written order acknowledgement provided to the Customer upon acceptance of the Customer's Order by Stop Start through the provision of an order number on OMS.

Order Price has the meaning set out in clause 6.1.

Services means the Delivery Services and/or Storage Services, including the Deliverables.

Storage Period has the meaning given in clause 4.6.

Storage Services means the services to be provided by Stop Start in respect of the storage of the Goods at the Facility during the Storage Period, as specified in the applicable Order.

Term means the Initial Term and each Extended Term.

1.2 Interpretation:

1.2.1 Clause headings shall not affect the interpretation of this Agreement.

1.2.2 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended extended or re-enacted from time

- to time and shall include all subordinate legislation made under it.
- 1.2.4 Any words following the terms **including, include, in particular, 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.
- 1.2.5 A reference to **writing** or **written** includes email but not fax.
- 1.2.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2 Commencement and duration**
- 2.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 12, for the duration of the Initial Term.
- 2.2 If the Customer wishes to extend this Agreement beyond the expiry of the Initial Term (or an Extended Term), it shall give Stop Start at least 3 months' written notice of such intention before expiry of the Initial Term (or Extended Term). If the Customer gives such notice then the parties shall negotiate in good faith to agree in writing the:
- 2.2.1 period by which this Agreement shall be extended, with such new period constituting an **Extended Term**; and
- 2.2.2 the applicable Contract Price for that Extended Term.
- 3 Basis of contract**
- 3.1 This Agreement governs the overall relationship of the parties in relation to the Services provided by Stop Start to the Customer.
- 3.2 The Customer shall be entitled from time to time to request the provision of any or all of the Services from Stop Start by placing an Order on OMS. The Order constitutes an offer by the Customer to purchase Services in accordance with the terms and conditions of this Agreement.
- 3.3 An Order shall only be considered to be successfully placed by the Customer if the Customer has provided all information required by OMS and in the format required by OMS. Failure by the Customer to meet such requirements shall result in the Order not being accepted by Stop Start.
- 3.4 Acceptance of any Order placed by the Customer shall be entirely at Stop Start's discretion. If an Order is accepted by Stop Start, the Customer shall be provided with an Order Acknowledgment. No Order shall be deemed accepted unless and until the Supplier has provided the Customer with an Order Acknowledgment.
- 3.5 Subject at all times to the Supplier's acceptance of any such Order, if the Order placed by the Customer specifies that the Customer wishes Stop Start to supply next-day delivery services, the Customer expressly acknowledges that Stop Start will only be able to supply next-day delivery services if:
- 3.5.1 the Customer completes the placing of the Order (in accordance with clause 3.3) by 13:59 GMT on the Business Day prior to the Business Day on which the Customer wishes for those next-day delivery services to be supplied; and
- 3.5.2 in accordance with clause 5.2.3, the Goods to be delivered in the supply of the next-day delivery service are stocked and available at the Facility by 18:00 GMT on Business Day prior to the Business Day on which the Customer wishes for those next-day delivery services to be supplied,
- and failure by the Customer to meet either or both of the deadlines in this clause 3.5 will prevent Stop Start from supplying such next-day delivery services and, in such circumstances:
- 3.5.3 the Customer's order shall be deemed to have been placed on the Business Day following the Business Day on which the last of the requirements in clauses 3.5.1 and 3.5.2 is met:
- 3.5.4 the next-day delivery services shall instead be supplied on the Business Day immediately following the Business Day on which the Customer's order is deemed to have been placed pursuant to clause 3.5.3 and
- 3.5.5 Stop Start shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Stop Start's failure or delay to supply such next-day delivery services on the day originally requested by the Customer.
- 3.6 Any descriptive matter or advertising issued by Stop Start, and any descriptions or illustrations contained in Stop Start's catalogues, brochures and/or website, 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 this Agreement or any Order, or have any contractual force.
- 3.7 This Agreement applies to all Services ordered by the Customer and provided by Stop Start 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.
- 3.8 To the extent that there is any conflict between the terms of this Agreement and any specific Order accepted by the Supplier through the provision of an Order Acknowledgment, the terms of that Order shall take priority.
- 4 Supply of Services**
- 4.1 Stop Start shall supply the Services in accordance with the terms of this Agreement and the applicable Order.
- 4.2 Stop Start warrants to the Customer that the Services will be provided using reasonable care and skill.
- 4.3 Stop Start 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 Stop Start shall notify the Customer in any such event.

Storage Services

- 4.4 Stop Start shall, in providing the Storage Services:
- 4.4.1 maintain each Facility in such manner that it remains suitable to store the Goods;
- 4.4.2 store the Goods at the Facilities in such a manner as to protect them from damage or deterioration;
- 4.4.3 not store the Goods anywhere other than the Facility in which the Goods are originally stored by Stop Start without the Customer's prior written consent (save in the case of an emergency or as otherwise required by law, a court of competent jurisdiction or any governmental or regulatory authority);
- 4.4.4 not dispose of or use the Goods other than in accordance with the instructions specified in the Order unless required by law, a court of competent jurisdiction or any governmental or regulatory authority;
- 4.4.5 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.
- 4.5 Subject to Stop Start's compliance with clause 4.4, Stop Start may use such method for the storage of the Goods as in its absolute discretion it considers appropriate.
- 4.6 The Storage Services in respect of specific Goods shall commence upon completion of the unloading of the Goods at the Facility and shall end upon the Goods leaving the Facility in Stop Start's vehicle (or the vehicle of its employee, agent, consultant or subcontractor) (**Storage Period**).
- 4.7 At any time, the Customer may request that Stop Start send the Customer an itemised inventory of all Goods that Stop Start holds on behalf of the Customer at any Facility. Following any such request, Stop Start shall send the Customer such itemised inventory within a reasonable period of time and in a format as deemed appropriate by Stop Start.
- 4.8 Stop Start may without liability and at the Customer's expense, destroy or otherwise dispose of any Goods which in its reasonable opinion Stop Start considers are of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive. Save in cases of emergency, Stop Start shall not exercise this right without first giving the Customer a reasonable opportunity to inspect the Goods in question and, if the Customer so elects, to remove them itself.
- 4.9 Stop Start shall be responsible for unloading the Goods on arrival at the Facility and shall be liable for any loss or damage caused during unloading save that Stop Start shall not be liable for any loss or damage caused as a result of negligent acts of the Customer, its servants or agents in assisting with unloading or in failing to pack the Goods securely.

Delivery Services

- 4.10 Stop Start shall deliver the Goods to addresses in the United Kingdom only.
- 4.11 Stop Start shall exercise reasonable endeavours to notify the end customer in advance of a delivery of the expected delivery time (such notification to be provided to the end customer using the email address supplied by the Customer, if any).
- 4.12 Subject to clause 5.3.7(b), the Delivery Services shall commence upon the Goods leaving the Facility in Stop Start's vehicle (or the vehicle of its employee, agent, consultant or subcontractor) and shall end upon completion of unloading of the Goods at the Delivery Location (**Delivery Period**).
- 4.13 In providing the Delivery Services, Stop Start shall use all reasonable endeavours to meet any Delivery Date(s) specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Without prejudice to any other terms and conditions of this Agreement or the Order, Stop Start shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event.
- 4.14 Stop Start shall use reasonable endeavours to obtain a signed proof of delivery from the end customer upon completion of unloading of the Goods at the Delivery Location but, for the avoidance of doubt, failure by Stop Start to obtain such signed proof of delivery shall not remove the Customer's obligations to pay any sums due pursuant to the terms and conditions of this Agreement or the Order. If Stop Start obtains a signed proof of delivery, it shall:
- 4.14.1 send to the email address provided by the Customer when placing the Order an electronic proof of delivery upon completion of the Delivery Services, detailing the date on which the Goods were delivered, the Delivery Location, all relevant Customer and Stop Start reference numbers, and the type and quantity of the Goods (including the code number of the Goods, where applicable); and
- 4.14.2 ensure that it states clearly on the proof of delivery provided pursuant to clause **Error! Reference source not found.** any requirement for the end customer to return any packaging material to Stop Start. The Customer shall procure that the end customer makes any such packaging materials available for collection at such times as Stop Start shall reasonably request.
- 4.15 The Customer acknowledges that Stop Start shall only make deliveries on Business Days. As such, the Delivery Date for any next-day delivery service ordered shall be the next Business Day following acceptance of an Order (for the avoidance of doubt, an Order for next-day delivery service accepted on a Friday shall have a Delivery Date of the following Monday). Any Delivery Date(s) specified by reference to a time period in an Order accepted by the Supplier (for example, 3 – 5 days from acceptance of an

	Order) shall always be interpreted as that time period in Business Days.		
4.16	Subject at all times to the Customer's compliance with the terms and conditions of this Agreement and the Order, the risk in the Goods shall pass to Stop Start upon delivery of the Goods by the Customer to Stop Start or its employee, agent, consultant or subcontractor at the Facility. The Goods shall be at the sole risk of Stop Start at all times during the Storage Period and Delivery Period. The risk in the Goods shall pass to the end customer on the sooner of actual or deemed delivery of the Goods (pursuant to this clause 4).	5.2.7	provide Stop Start, its employees, agents, consultants and subcontractors, with access to the Customer's (and its end customer's) premises, office accommodation and other facilities as reasonably required by Stop Start and ensure all such areas are of suitable condition and material so as to permit Stop Start to perform its obligations without risk of harm to Stop Start, its employees, agents, consultants and subcontractors, or its property (or the property of its employees, agents, consultants and subcontractors);
		5.2.8	provide full and accurate descriptions and particulars, including weights and measurements, of all Goods;
5	Customer's warranty and obligations	5.2.9	provide Stop Start with all material information and materials relating to the requirements for the Services and such other information as Stop Start may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
5.1	The Customer warrants on an ongoing basis that:	5.2.10	provide details of any special precautions for storage, handling or carriage of the Goods, required by the nature, weight or condition of the Goods or by any applicable law;
5.1.1	it has full capacity and authority to enter into and to perform this Agreement and that it is the owner of the Goods or that it is authorised by the owner to accept the terms and conditions of this Agreement on the owner's behalf;	5.2.11	procure that the Customer's end customer prepares the Delivery Location for the Delivery of the Goods and accepts delivery in accordance with the Order;
5.1.2	this Agreement has been executed by a duly authorised representative of the Customer;	5.2.12	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;
5.1.3	the Goods do not contain substances which :	5.2.13	comply with all applicable laws, including health and safety laws;
(a)	cannot be legally transported in the United Kingdom or otherwise require an official licence, approval or consent to carry;	5.2.14	pay any cost or expense suffered by Stop Start as a result of the inappropriate detention of any vehicle belonging to Stop Start; and
(b)	constitute waste (as defined in section 75 of the Environmental Protection Act 1990) or cause pollution (either to the environment or to human health); and/or	5.2.15	comply with all additional obligations as set out in the Order.
(c)	are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive.	5.3	If:
5.2	The Customer shall ensure that the terms of the Order are complete and accurate and shall (and shall procure that its end customer shall):	5.3.1	Stop Start's performance of any of its obligations under this Agreement is prevented or delayed; or
5.2.1	co-operate with Stop Start in all matters relating to the Services;	5.3.2	Stop Start or its employees, agents, consultants or subcontractors, or its property (or the property of its employees, agents, consultants or subcontractors) suffers harm or loss,
5.2.2	co-operate with all relevant authorities on all matters relating to the Goods;		by any act or omission by the Customer, failure by the Customer to perform any relevant obligation or failure by its end customer to comply with any obligations in the contract between the Customer and its end customer (including, for the avoidance of doubt, failure to accept delivery of the Goods) (Customer Default), then:
5.2.3	ensure that the Goods are delivered to Stop Start at the Facility in accordance with the requirements of the Order;	5.3.3	without limiting or affecting any other right or remedy available to it, Stop Start 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 obligations in
5.2.4	ensure that the Goods are properly labelled or addressed and packed and secured at the time of delivery at the Facility in:		
5.2.5	such a manner as to enable them to reach the end customer in good condition, resist pilferage, distortion, corrosion, leakage or contamination, and not cause damage or injury or the likelihood of damage or injury to Stop Start's personnel or property (or the personnel or property of its employee, agent, consultant or subcontractor); and		
5.2.6	comply with any applicable laws;		

- each case to the extent the Customer Default prevents or delays Stop Start's performance of any of its obligations;
- 5.3.4 where the Customer Default is the end customer's failure to accept delivery of the Goods between 07:00 and 19:00 GMT, Stop Start may at its sole discretion:
- (a) deliver the Goods to a neighbour of the end customer;
- (b) leave the Goods in what Stop Start reasonably determines to be a safe place at or near the end customer's property; or
- (c) return the Goods to the Facility, following which the Customer shall be responsible for arranging an alternate delivery time with the end customer (in respect of which a new delivery charge shall be payable by the Customer, as to be notified by Sole Start to the Customer);
- 5.3.5 Stop Start shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Stop Start's failure or delay to perform any of its obligations;
- 5.3.6 the Customer shall reimburse Stop Start on written demand for any costs or losses sustained or incurred by Stop Start arising directly or indirectly from the Customer Default; and
- 5.3.7 where the Customer Default prevents or delays completion of the Delivery Services specifically, Stop Start (or its employee, agent, consultant or subcontractor) shall notify the Customer at the time that such Customer Default prevents or delays completion of the Delivery Services, following which completion of the Delivery Services (for the purpose of clause 4.10) shall be deemed to be the earlier of:
- (a) (if applicable) delivery of the Goods to a neighbour or a safe place pursuant to clauses 5.3.4(a) or 5.3.4(b);
- (b) 09:00 GMT on the fifth Business Day following the day on which Stop Start notified the Customer of the Customer Default; and
- (c) actual completion of the Delivery Services (namely, successful unloading of the Goods at the Delivery Location).
- 5.3.8 During any time in which Stop Start is unable to complete delivery of the Goods due to a Customer Default, Stop Start shall store the Goods until deemed completion of the Delivery Services pursuant to clause 5.3.7 and may charge the Customer for all related costs and expenses (including insurance).
- 5.3.9 If ten Business Days after the day on which Stop Start notified the Customer that the Goods were ready for delivery the Customer or end customer has not taken or accepted (as appropriate) actual delivery of them, Stop Start may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods. For the avoidance of doubt, where Stop Start has (despite exercising reasonable efforts) been unable to resell the Goods within a reasonable time, Stop Start shall be entitled to charge the Customer the full price of the Goods.
- 5.4 Notwithstanding clause 5.3, the Customer shall indemnify Stop Start against all liabilities, costs, expenses, damages and losses (including 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 professional costs and expenses) suffered or incurred by Stop Start arising out of or in connection with any loss of or damage to Stop Start's property (or the property of its employee, agent, consultant or subcontractor) as a result of any breach of the terms and conditions of this Agreement or the Order by the Customer or any other act, omission, neglect, default or wrongdoing of the Customer.
- 6 **Charges and payment**
- 6.1 The price for the Services to be supplied in respect of each Order shall be the price set out in the Order in accordance with the Supplier's price list at the point of acceptance of the Order ("**Order Price**").
- 6.2 Stop Start reserves the right to increase the Order Price for an Order by giving notice to the Customer at any time before delivery of the Goods to the Facility pursuant to clause 5.2.3 to reflect any increase in the cost of provision of the Services to Stop Start that is due to:
- 6.2.1 any factor beyond the control of Stop Start (including foreign exchange fluctuations, increases in taxes and duties and increases in labour and materials);
- 6.2.2 any request by the Customer to change the Goods, Storage Period, Facility, Delivery Date and/or Delivery Location;
- 6.2.3 any delay caused by any instructions of the Customer (or its end customer) or failure of the Customer (or its end customer) to give Stop Start adequate or accurate information or instructions.
- 6.3 Stop Start shall invoice the Customer in respect of each Order following completion of the Services.
- 6.4 The Customer shall pay each invoice submitted by Stop Start:
- 6.4.1 within 30 days of the date of the invoice; and
- 6.4.2 in full and in cleared funds to a bank account nominated in writing by Stop Start, and
- time for payment shall be of the essence of the Agreement.
- 6.5 All amounts payable by the Customer under this Agreement are exclusive of amounts in respect of value added tax and any other tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under this Agreement by Stop Start to the Customer, the Customer shall, on receipt of a valid VAT invoice from Stop Start, pay to Stop Start such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due under this Agreement.
- 6.6 If the Customer fails to make a payment due to Stop Start by the due date, then, without limiting Stop Start's remedies

under clause 12, the Customer shall pay interest on the overdue sum, whether before or after judgment. Interest under this clause 6.6 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%.

6.7 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.8 Stop Start shall have a general and particular lien on the Goods in its possession as security for payment of all sums claimed by Stop Start from the Customer. The Charges shall continue to accrue on any Goods detained under lien. If an invoice for the Charges is not paid in full on its due date for payment, Stop Start may, without prejudice to its other rights and remedies, give notice in writing to the Customer of its intention to sell or otherwise dispose of some or all of the Goods in its possession if the amount outstanding is not paid in full within 14 days of the notice. If the amount due is not paid by the expiry of such period, Stop Start may sell or otherwise dispose of some or all of the Goods in its possession, as agent of the Customer and at the Customer's expense and risk, and shall remit the proceeds of sale or disposal of such Goods to the Customer after deduction of all amounts due to Stop Start and the expenses incurred by Stop Start for the sale or disposal of the Goods.

7 Contract Price

7.1 The Customer shall be entitled to raise Orders up to a total combined value of less than or equal to the value of: **TBC**

7.1.1 during the Initial Term, the Contract Price as at the date of this Agreement (subject to any increase pursuant to clause 7.2); and

7.1.2 during each Extended Term (if any), such adjusted Contract Price as is agreed between the parties in writing pursuant to clause 2.2.2.

7.2 The Customer may at any time during the Term request in writing an increase in the value of the Contract Price, which Stop Start may at its sole discretion choose to accept or reject in writing. Subject to any increase in the value of the Contract Price pursuant to this clause 7.2, the Customer shall not be entitled to raise any Order where the Order Price for that Order would bring the total combined value of all Orders raised by the Customer during the Term equal to a value above the value of the Contract Price.

Upon expiry of the Initial Term (and each Extended Term), whether or not the Term is extended, or termination of this Agreement by Stop Start pursuant to clause 12.2, 12.3 or 12.4, should the total combined value of Order Prices for all Orders raised by the Customer in the Initial Term or Extended Term (as appropriate) equal a value that is less than the value of the Contract Price applicable at that time, Stop Start shall be entitled to raise an invoice for a sum equal to the shortfall between the total combined value of Order Prices for all Orders raised during the applicable period and the Contract Price for

that period. Such invoice shall be payable by the Customer in accordance with clause 6.

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 materials provided by the Customer) shall be owned by Stop Start.

8.2 Stop Start grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence during the Term to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business. Such licence granted under this clause 8.2 shall be sub-licensable to the Customer's end customer only.

8.3 Save as otherwise provided in respect of the Customer's end customer in clause 8.2, the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 8.2.

8.4 The Customer grants (and shall, if required by Stop Start, procure that the end customer grants) Stop Start a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer (and, where appropriate, the end customer) to Stop Start for the Term for the purpose of providing the Services to the Customer.

9 Data protection

9.1 The following definitions apply in this clause 9:

9.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

9.1.2 **Data Protection Legislation:** all applicable data protection and privacy legislation in relating to the processing of Personal Data and the privacy of electronic communications including the EU GDPR, the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

9.1.3 **EU GDPR:** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC as updated, superseded or repealed from time to time.

9.1.4 **UK GDPR:** as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

9.2 Each party shall comply with its respective obligations under the Data Protection Legislation. To the extent that one party processes Personal Data on behalf of the other party as a

	Processor, the parties shall enter into a separate data processing agreement.	11.6.1	loss of profits;
10	Confidentiality	11.6.2	loss of sales or business;
10.1	Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.	11.6.3	loss of agreements or contracts;
10.2	Each party may disclose the other party's confidential information:	11.6.4	loss of anticipated savings;
10.2.1	to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and	11.6.5	loss of use or corruption of software, data or information;
10.2.2	as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.	11.6.6	loss of or damage to goodwill; and
10.3	No party shall use any of the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.	11.6.7	indirect or consequential loss.
11	Limitation of liability	11.7	Subject to clause 11.4 and save where the Customer can evidence that it was unable to meet such timeframe through no reasonable fault of its own or the end customer, Stop Start shall not be liable for any physical damage caused to the Goods in the performance of the Services unless notified by the Customer of such physical damage within 5 Business Days of completion of unloading of the Goods at the Delivery Location.
11.1	The limits and exclusions in this clause reflect Stop Start's liability to the Customer and the Customer is responsible for making its own arrangements for the insurance of any excess loss.	11.8	Subject to clause 11.4, Stop Start shall not be liable to the Customer for any loss or damage of whatsoever kind or howsoever caused to the Customer's end customer's premises, plant or other physical property.
11.2	The restrictions on liability in this clause 11 apply to every liability arising under or in connection with this Agreement, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.	11.9	Subject to clause 11.4, Stop Start shall not be liable to the Customer for any loss or damages of whatsoever kind or howsoever caused arising directly or indirectly as a result of the Customer's fraud (save where Stop Start has knowingly been complicit in such fraud).
11.3	Nothing in this clause 11 shall limit the Customer's payment obligations under this Agreement.	11.10	This clause 11 shall survive termination of this Agreement.
11.4	Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:	12	Termination
11.4.1	death or personal injury caused by negligence;	12.1	Without affecting any other right or remedy available to it, either party may terminate this Agreement by giving the other party three months' written notice.
11.4.2	fraud or fraudulent misrepresentation; and	12.2	Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
11.4.3	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).	12.2.1	the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
11.5	Subject to clause 11.4, Stop Start's total liability to the Customer in respect of each Order shall not exceed an amount equal to the Order Price of that Order.	12.2.2	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;
11.6	Subject to clause 11.3 and clause 11.4, neither party shall be liable under this Agreement for any:		

- 12.2.3 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
- 12.2.4 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 this Agreement has been placed in jeopardy.
- 12.3 Without affecting any other right or remedy available to it, Stop Start may terminate this Agreement or any specific Order(s) with immediate effect by giving written notice to the Customer if:
- 12.3.1 the Customer fails to pay any amount due under this Agreement on the due date for payment; or
- 12.3.2 there is a change of control of the Customer.
- 12.4 Without affecting any other right or remedy available to it, Stop Start may suspend the supply of Services under this Agreement, any specific Order(s) and/or any other contract between the Customer and Stop Start if:
- 12.4.1 the Customer fails to pay any amount due under this Agreement on the due date for payment;
- 12.4.2 the Customer becomes subject to any of the events listed in clause 12.2.3 or clause 12.2.4, or Stop Start reasonably believes that the Customer is about to become subject to any of them; and
- 12.4.3 Stop Start reasonably believes that the Customer is about to become subject to any of the events listed in clause 12.2.2.
- 13 Consequences of termination**
- 13.1 Subject to clause 13.2, on termination or expiry of this Agreement:
- 13.1.1 each Order then in force at the date of such termination or expiry shall continue in full force and effect until completion of the Services to be provided under such Order (unless such Order is terminated earlier in accordance with this Agreement);
- 13.1.2 the Customer shall reimburse Stop Start for any costs and expenses reasonably incurred by Stop Start in the performance of this Agreement prior to such termination;
- 13.1.3 the Customer shall immediately pay to Stop Start any amount due pursuant to clause 6.3;
- 13.1.4 the Customer shall immediately pay to Stop Start all of Stop Start's outstanding unpaid invoices and interest.
- 13.2 Termination or expiry of this Agreement 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 this Agreement which existed at or before the date of termination or expiry.
- 13.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 13.4 The termination of any individual Order shall not affect any other individual Order or this Agreement.
- 14 General**
- 14.1 Force majeure**
- 14.1.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors, and interruption or failure of utility service.
- 14.1.2 Provided it has complied with clause 14.1.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.1.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.1.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 months, the party not affected by the Force Majeure Event may terminate this Agreement by giving 1 month's written notice to the Affected Party.
- 14.2 Assignment and other dealings**
- 14.2.1 Stop Start 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 this Agreement.

- 14.2.2 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 this Agreement without the prior written consent of Stop Start.
- 14.3 **Entire agreement**
- 14.3.1 This Agreement 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.
- 14.3.2 Each party acknowledges that in entering into this Agreement 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 this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 14.4 **Variation.** Except as set out in this Agreement, no variation of this Agreement or any Order shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.5 **Waiver.** A waiver of any right or remedy under this Agreement 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 this Agreement 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 this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.6 **Severance.** If any provision or part-provision of this Agreement 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 Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 14.6 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.
- 14.7 **Notices**
- 14.7.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) 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
- (b) sent by email to the address notified in writing by the party to be served.
- 14.7.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am (in the place of receipt) on the second Business Day after posting; or
- (c) 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 14.7.2(c), 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.
- 14.7.3 This clause 14.7 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.
- 14.8 **Third party rights**
- 14.8.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 14.8.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 14.9 **Governing law.** This Agreement, 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.
- 14.10 **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 this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of **Stop Start Transport Limited**

Position:

Date:

Signed by

for and on behalf of _____

Position:

Date: