

**Terms and Conditions of Supply**  
for Services provided by Cyber Energia

These terms and conditions govern the basis upon which we, CF Labs IT IP Limited (“CFL”), will supply you, our customer, with the services set out below.

Please see clause 22 at the end of these terms and conditions for an explanation of the meaning given to particular words and phrases used in these terms and conditions.

1. **APPOINTMENT**

A.1.1 You hereby appoint CFL to provide the Services in accordance with the terms of these terms and conditions.

A.1.2 Your appointment of CFL is exclusive on the part of you in relation to the Services.

A.1.3 The acceptance by CFL of this appointment is non-exclusive and will in no way restrict or preclude CFL from accepting appointments or entering into agreements to supply services similar to the Services to other customers, including other suppliers of energy products and consultancy services.

2. **PROVISION OF THE SERVICES**

A.2.1 CFL agrees to provide the Services at the Sites in accordance with these terms and conditions and in respect of the provision of the Services at each Site agrees that it will:-

A.2.1.1 provide the Services, either through the use of its own employees or through the use of subcontractors and devote such of its time and attention and at such times as may be reasonably required to enable it to provide the Services;

A.2.1.2 maintain appropriate safety standards and comply with all relevant industry codes of practice, manufacturer's instructions, health and safety legislation and all and any other Applicable Laws and industry procedures and at all times act in accordance with the standard of a Reasonable and Prudent Operator; and

A.2.1.3 attend regular meetings to discuss and review the performance of the Services on dates mutually agreed between the Parties.

A.2.2 CFL warrants to you that it has the skills, knowledge and experience necessary to provide the Services.

A.2.3 In the event that CFL are unable to provide the agreed Service(s) to you, we may at our sole discretion refund the unrendered Service(s) to you on a pro-rata basis.

3. **INSTALLATION**

A.3.1 CFL (acting reasonably) shall be entitled to decline any request by you to provide Services in respect of any Site, subject to notifying you in reasonable detail of our reasons for declining such request.

A.3.2 In respect of each Site, you will provide to CFL Client Data and any specific Site health and safety information CFL may need in order to perform the Services. You acknowledge that CFL's ability to perform the Services and meet the desired timescales is dependent upon the accuracy of the Client Data.

A.3.3 If you refuse to install CFL Equipment that CFL determines is necessary for the proper functioning of the Services CFL shall be entitled to decline the request to provide Services.

A.3.4 If CFL reasonably determines that a Site is no longer suitable for the provision of Services, it will notify you of this fact and, following such notification, will be under no obligation to provide Services to that Site. Where you receive such a notification from CFL, you will be under no obligation to pay any further Charges in respect of that Site and will be entitled to a credit note for those Charges already paid for the period during which it has been unable to receive the Services for such Site.

#### 4. YOUR OBLIGATIONS

- A.4.1 You will ensure that CFL has access to Sites at such reasonable times as CFL may request.
- A.4.2 In the event that you refuse CFL access to a Site, or CFL is otherwise unable to access a Site at the designated time which has been agreed with you including in the circumstances set out in Schedule 4 (*Aborted Visits*), CFL shall not be liable for any failure to perform the Services in relation to the relevant Site and you shall pay to CFL a fee in relation to any Aborted Visit (calculated as all costs including loss of time charged on an hourly basis at our standard billable rates) ("**Aborted Visit Fee**") which will be invoiced in accordance with the terms of these terms and conditions.
- A.4.3 You shall provide CFL with such information, materials and required personnel as CFL may reasonably require to enable it to provide the Services, and shall ensure that such information is accurate in all material respects.

#### 5. CHARGES

- A.5.1 You agree to pay the Charges for the Services in accordance with these terms and conditions.

CFL shall be entitled to amend the Charges once a year, such amendments to take effect on an anniversary of the Commencement Date. CFL shall give you written notice of any such amendments at least thirty (30) days prior to such proposed date of amendment (the "**Notice of Amendment**"). You shall notify CFL in writing within seven (7) days of the Notice of Amendment stating whether it agrees with the proposed amendments. For the avoidance of doubt, if you fail to respond to the Notice of Amendment within such seven (7) day period, the amendment to the Charges shall take effect on the relevant anniversary of the Commencement Date.

#### 6. PAYMENT AND INVOICING

- A.6.1 CFL will submit an invoice to you for any Charges (the "**Invoice**"). Such Invoice will include the Charges for the Services and any additional services taken by you (the "**Invoice Amount**").
- A.6.2 You will pay to CFL the Invoice Amount by standing order or BACS within thirty (30) days following the date the Invoice.
- A.6.3 Any Invoice (or part thereof) which is disputed in good faith by you ("**Disputed Invoice**") must be notified to CFL in writing (the "**Dispute Notice**") within three (3) Working Days following receipt of the Invoice. The Parties will work together in good faith to try to agree the Disputed Invoice within five (5) Working Days following receipt of the Dispute Notice (the "**Dispute Period**"):-
- A.6.3.1 in the event that the Parties agree the amount of the Disputed Invoice within the Dispute Period and the agreed amount is less than the amount contained in the Disputed Invoice, CFL will issue a credit note to you;
- A.6.3.2 in the event that the Parties agree the amount of the Disputed Invoice within the Dispute Period and the agreed amount is more than the amount contained in the Disputed Invoice, CFL will issue a revised invoice to you to be paid in accordance with this Clause 11; or
- A.6.3.3 in the event that the Parties are unable to agree the amount of the Disputed Invoice within the Dispute Period, it will be referred for resolution and you will be required immediately to pay any undisputed parts of the Invoice.
- A.6.4 If a Party (the "**Payer**") fails to make payment to the other Party (the "**Payee**") of any sums due and payable in accordance with these terms and conditions, the Payer will be liable to pay the Payee interest on such sums at a rate of four (4) per cent above the base rate of the Bank of England from time to time until such time as payment has been made. For the avoidance of doubt, interest will not be payable on any sums which have been withheld because they are the subject of a bona fide dispute under Clause 9.3 above. CFL shall have the right to serve on you written notice ("**Initial Notice**") referring to this Clause 6 in the event that you have failed to pay any Invoice which has been due and payable for a period in excess of twenty (20) days prior to the date of service by CFL of the Initial Notice. In the event that the sums referenced in the Initial Notice remain unpaid for a period in excess of twenty (20) days following the date of the Initial Notice then CFL may serve notice

to terminate these terms and conditions with immediate effect. If the sums referenced in the Initial Notice are received within twenty (20) days following the date of the Initial Notice then the Initial Notice shall be deemed to have been withdrawn and CFL shall have no further right to terminate in respect of such non-payment.

**7. VAT**

All sums payable under these terms and conditions, unless otherwise stated, are exclusive of VAT. Subject to each Party's obligations relating to VAT, each Party shall cause all taxes, duties and other sums (including any stamp duties, other documentary taxes or environmental taxes or levies) legally payable by that Party arising in connection with these terms and conditions to be paid.

**8. CONFIDENTIAL INFORMATION**

A.8.1 We may, in our sole and absolute discretion, disclose Confidential Information to you.

A.8.2 You will not publish or disseminate Confidential Information and will not use any Confidential Information for any purpose (including the procurement of a commercial advantage over the us) other than for the purposes of performance of your obligations and exercise of its rights under these terms and conditions.

A.8.3 You undertake that you will:-

A.8.3.1 control and treat the Confidential Information disclosed to you with at least the care that you treat your own Confidential Information;

A.8.3.2 use the Confidential Information disclosed only for the purpose of fulfilling your obligations under these terms and conditions;

A.8.3.3 make Confidential Information disclosed to you available only to those of your officers, employees and professional advisers as is strictly necessary in order to fulfil your obligations under these terms and conditions;

A.8.3.4 make each officer, employee and professional adviser to whom Confidential Information is disclosed aware of the your duty of both care and secrecy arising under these terms and conditions; and

A.8.3.5 not (other than in accordance with the provisions of this Clause 8) copy, reproduce or take or make extracts of or from the Confidential Information disclosed without the prior written consent of the us.

A.8.4 Nothing contained in these terms and conditions will prevent the you from imparting Confidential Information which you may be obliged or may, acting reasonably, deem necessary to disclose or make available under any Applicable Laws of the UK or any other competent jurisdiction, the requirements of any recognised stock exchange or in connection with proceedings before a Court of competent jurisdiction in relation to these terms and conditions or under any Court order or in order to comply with any audit requirement.

A.8.5 You hereby acknowledge that substantial damage could be done to us and/or our Group Companies through any breach of this Clause 8 for which damages at law may not be an adequate remedy, and you agree that the provisions of these terms and conditions preventing disclosure and use of Confidential Information may be specifically enforced by a court of competent jurisdiction, including by way of injunctive relief.

**9. INTELLECTUAL PROPERTY**

A.9.1 You acknowledge and accepts that it will not acquire any rights or interest in the Intellectual Property Rights belonging to CFL in respect of the Services and the CFL Equipment.

A.9.2 CFL acknowledges and accepts that it will not acquire any rights or interest in the Intellectual Property Rights belonging to you of which it becomes aware during the term of these terms and conditions (if

any).

- A.9.3 Any Intellectual Property Rights relating to the Services and/or the CFL Equipment developed during the term of these terms and conditions will belong exclusively to CFL and you will on request assign or procure the assignment to CFL of all such Intellectual Property Rights. You will do all such things and execute all such documents and instruments reasonably requested by CFL which are necessary to enable CFL to obtain, defend or otherwise protect or enforce its Intellectual Property Rights.

## 10. **LIABILITY AND INSURANCE**

- A.10.1 Nothing in this Clause or the other provisions of these terms and conditions is intended to and/or shall restrict or exclude the extent or amount of either Party's liability to the other Party in respect of death or personal injury resulting from negligence, or any liability for fraud, fraudulent misrepresentation or any other liability that cannot be limited or excluded by law.

- A.10.2 Subject to Clause 10.1 CFL will not be liable in contract, tort (including negligence and misrepresentation), breach of statutory duty or otherwise howsoever arising for any claim, for damage, loss (whether direct or indirect) or costs in respect of any:-

A.10.2.1 loss of anticipated savings;

A.10.2.2 loss of profit;

A.10.2.3 loss of anticipated business;

A.10.2.4 loss of opportunity;

A.10.2.5 loss of anticipated contracts; or

A.10.2.6 indirect or consequential loss

and the Parties intend that each type of loss under the sub-Clauses in this Clause will be severable.

- A.10.3 Subject to your liability to pay the Invoice Amounts, CFL's total liability in any Year for losses, damages, costs or expenses (including reasonable legal expenses), whether in contract, tort (including negligence and misrepresentation), breach of statutory duty or otherwise howsoever arising under or in relation to these terms and conditions will be limited to:-

A.10.3.1 for loss or damage to tangible property, £100,000; and

A.10.3.2 for any other loss or damage, as applicable: (i) the level of the Charges paid or payable to CFL in the previous twelve (12) month period; or (ii) if a twelve (12) month period has not passed, to the level of the charges paid to the date of the loss; or, if the Agreement has been terminated or expired in accordance with its terms, the level of Charges paid or payable in the twelve (12) month period immediately preceding the effective date of termination or expiry.

- A.10.4 For the avoidance of doubt, CFL shall have no liability to you for its failure to perform the Services (or any part thereof) in accordance with the terms of the Agreement to the extent that such failure has arisen as a result of or in connection with an Excusing Cause.

## 11. **TERMINATION**

- A.11.1 CFL will be entitled to terminate these terms and conditions or a specific Site(s) immediately by giving notice in writing to you in the following circumstances:-

A.11.1.1 if you commit a material breach of any of your obligations under these terms and conditions and (if that breach is capable of remedy) you fail to remedy it within twenty (20) Working Days following receipt of notice in writing requiring such remedy;

A.11.1.2 if the you commit a material breach of any obligations which is incapable of remedy. For the avoidance of doubt, it is acknowledged by the Parties that the following breaches

(without limitation) are not capable of remedy:-

- (a) a criminal act committed by you in the course of performing your obligations under these terms and conditions which impacts upon your future ability to perform your obligations under these terms and conditions;
- (b) a material breach by you of Clause 8 (*Confidential Information*) above.

A.11.1.3 if the you cease or threaten to cease doing business;

A.11.1.4 if you become or propose to become insolvent, enter into a voluntary arrangement with your creditors, have a receiver or administrator, trustee or similar officer appointed in respect of any part of your business or assets or is unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or anything analogous occurs in any other jurisdiction;

A.11.1.5 in accordance with a Force Majeure event;

A.11.1.6 (each a "**Termination Event**").

A.11.2 Where these terms and conditions are terminated in their entirety, the terms of these terms and conditions shall remain in full force and effect during the period between the service of a notice to terminate by either Party and the effective date of termination.

A.11.3 Termination on whatever basis will not affect the rights, remedies, liabilities or obligations of either Party arising prior to the date of termination.

A.11.4 Upon expiry or termination of these terms and conditions (for whatever reason), you will provide or procure that CFL is provided with such access to the relevant Sites at such reasonable times as CFL may request to enable CFL to recover any CFL Equipment that is in the ownership of CFL.

A.11.5 Any termination or expiry of these terms and conditions shall not affect any accrued rights or liabilities of either Party nor will it affect the coming into force or continuation in force of any other clause and provisions of these terms and conditions which are expressly or by implication intended to come into force or continue in force on or after termination or expiry

A.11.6 You will be entitled to terminate these terms and conditions or a specific Site(s) after the initial one-year period by giving CFL not less than three months (90 days) written notice of your wish to end these terms and conditions.

A.11.7 In the event where you terminate these terms and conditions before the end of a Service, CFL will be under no obligation to refund you any amounts already paid by you to us.

## 12. **FORCE MAJEURE**

A.12.1 CFL will not be liable to the other where CFL is unable to perform its obligations under these terms and conditions by reason of a Force Majeure event, provided that CFL will use its reasonable endeavours (without being obliged to incur any costs) to bring the effect of the Force Majeure event to an end or find a solution by which the Agreement can be performed.

A.12.2 CFL will be entitled to terminate the obligations under these terms and conditions and/or the Services in relation to a specific Site and/or Sites by giving written notice to the custom, with immediate effect, if the Agreement and/or the Services in relation to a specific Site and/or Sites is/are impacted by a Force Majeure event continuing for a period exceeding three (3) months.

## 13. **STATUS OF THE PARTIES**

These terms and conditions are not intended to create or establish, nor will it be construed as creating or establishing, any agency, partnership or corporate relationship between the Parties.

## 14. **ASSIGNMENT**

- A.14.1 You may not assign, novate, dispose of, or otherwise transfer these terms and conditions nor any or all of your rights and obligations under these terms and conditions to any third party without the prior written consent of CFL (such consent not to be unreasonably withheld or delayed). CFL may assign or transfer these terms and conditions or any or all of its rights and/or obligations under it to any of CFL Group Company and/or pursuant to a disposal by it of any of its business, without the consent of you.
- A.14.2 Neither Party will be relieved from any liabilities or obligations under these terms and conditions and shall be responsible for the acts, defaults and negligence of any of its Group Company or sub-contractor as fully as if they were their own acts of default or negligence.

15. **ENTIRE AGREEMENT**

- A.15.1 These terms and conditions constitute the entire agreement and understanding between us in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between us relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- A.15.2 You acknowledge and agree that in entering into these terms and conditions you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these terms and conditions or not) other than as expressly set out in these terms and conditions as a warranty. The only remedy available to it for breach of the warranties will be for breach of contract under the terms of these terms and conditions.
- A.15.3 Nothing in these terms and conditions shall exclude or limit the liability of either Party to the other Party in relation to fraud or fraudulent misrepresentation.

16. **NOTICES**

- A.16.1 Any notice, consent, approval, agreement or other document required under these terms and conditions will be in writing (which may include email) in the English language and will be served on the relevant Party by delivering it for the attention and to the address set out in Clause 16.2 below or such other address as one Party may from time to time designate by written notice to the other, and will be deemed to have been received by the other Party:-

A.16.1.1 48 hours after the date of posting if sent by registered post;

A.16.1.2 at the time of delivery if sent by hand; or

A.16.1.3 at the time of transmission if sent by email.

- A.16.2 Address for notices:-

**You**

As set out in the Statement of works.

**CFL**

For the attention of: CTO

Address: 245 Hammersmith Road, Hammersmith, London, W6 8PW

Email: r.narezzi@cyberenergia.com

17. **SEVERABILITY**

If any provision of these terms and conditions is held by any Court or other competent authority to

be void or unenforceable (in whole or part), the other provisions of these terms and conditions and the remainder of the affected provisions will remain in full force and effect.

**18. THIRD PARTY RIGHTS**

- A.18.1 Subject to Clause 18.2 below, an entity which is not expressly a Party to these terms and conditions will have no right under the Contracts (Rights of Third Parties) Act 1999 ("**1999 Act**") to enforce any term of these terms and conditions and the provisions of the 1999 Act shall be expressly excluded from these terms and conditions.
- A.18.2 Any CFL Group Company may enforce any term of these terms and conditions. CFL shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under these terms and conditions through any CFL Group Company and any act or omission of any such CFL Group Company shall for the purposes of these terms and conditions be deemed to be the act or omission of CFL.
- A.18.3 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under these terms and conditions are not subject to the consent of any person that is not a Party to these terms and conditions.

**19. VARIATION AND WAIVER**

- A.19.1 The failure of CFL to exercise or enforce any right under these terms and conditions will not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- A.19.2 No waiver of any clause of these terms and conditions will be effective unless it is in writing and signed by the duly authorised representatives of both the Parties.
- A.19.3 These terms and conditions may not be varied, except in writing and signed by the duly authorised representatives of both the Parties.

**20. DISPUTE RESOLUTION**

- A.20.1 These terms and conditions shall be governed by and construed in accordance with English Law and each Party hereby agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under these terms and conditions. Each Party hereby irrevocably waives any rights of sovereign immunity which it may now or which it may subsequently acquire in respect of its position or any property and/or assets (present or subsequently acquired and wherever located) belonging to it.

**21. GENERAL**

- A.21.1 Each Party to these terms and conditions will be responsible for the payment of its own costs (and not those of the other Party) in connection with the negotiation, preparation and execution of these terms and conditions.
- A.21.2 The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- A.21.3 Each Party warrants to the other that the signatory or signatories to these terms and conditions are duly authorised and empowered to execute these terms and conditions on its behalf and so as to bind it to the terms of these terms and conditions.

**22. DEFINITIONS AND INTERPRETATION**

- A.22.1 In these terms and conditions the following words and phrases will have the following meanings, unless the context requires otherwise:-

"**Aborted Visit**" means that CFL's Operative is refused access to the Site, or CFL is



otherwise unable to access, including in the circumstances set out in Schedule 4 (*Aborted Visits*);

"Aborted Visit Fee"	has the meaning given to that term in Clause 4.2;
"Agreement"	means these terms and conditions together with the statement of works;
"Applicable Law"	means any applicable law, statute, bye law, regulation, order, regulatory policy, compulsory guidance, industry code of practice (voluntary or otherwise), rule of court or directives, delegated or subordinate legislation in any applicable jurisdiction or any applicable Regulatory Requirement;
"Charges"	means the amounts payable by you to CFL for the Services, calculated in accordance with Schedule 1 ( <i>Services</i> );
"Client Data"	means any data in relation to your cyber security systems which CFL may reasonably require;
"Commencement Date"	means the date of acceptance of these terms and conditions through electronic means
"Confidential Information"	means:-  (a) any and all information of whatever nature relating to a Party or any of its Group Companies including without limitation technical, commercial and business data and know-how, documents, letters, plans, diagrams, sketches, drawings, photographs, models, specifications, software, programs, which are in the possession of that Party (the " <b>Disclosing Party</b> ") together with any other material bearing or incorporating any information relating to the Disclosing Party or any of its Group Companies and/or its know-how, business, affairs, customers, suppliers and/or assets and which may be disclosed to the other Party (the " <b>Receiving Party</b> ") in correspondence, in meetings or in communications (whether oral or written);  (b) analyses, compilations, studies, notes or other documents prepared by the Receiving Party which contain or otherwise reflect or are generated from any such information as is specified in (a) above; and/or  (c) information of whatever nature obtained by observation during visits to premises of the Disclosing Party;  but excludes any part of such disclosed information which (and which can be shown by documentary evidence):-  (i) is or becomes available in the public domain without any breach of these terms and conditions by the Receiving Party; (ii) lawfully in the possession of the Receiving Party free of any restrictions as to its use or disclosure before the date of disclosure;  (iii) is received by the Receiving Party from any third party not acting on behalf of the Disclosing Party and having the right to disclose such information without breaching any obligation of confidentiality owed to the Disclosing Party;

- (iv) is developed by the Receiving Party without reference to the Confidential Information; or
- (v) the Disclosing Party has given written approval to the Receiving Party for its disclosure by the Receiving Party;

<b>"Disputed Invoice"</b>	has the meaning given to that term in Clause 6.3;
<b>"Dispute Notice"</b>	has the meaning given to that term in Clause 6.3;
<b>"Dispute Period"</b>	has the meaning given to that term in Clause 6.3;
<b>"CFL Equipment"</b>	Any equipment or software installed by CFL at the  Site
<b>"CFL Group"</b>	means CFL and the CFL Group Companies;
<b>"CFL Group Company"</b>	means any company or legal entity which (a) controls either directly or indirectly CFL, or (b) which is controlled directly or indirectly by CFL, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls CFL. "Control" means the right to exercise 50% or more of the voting rights in the appointment of the directors of CFL.
<b>"Effective Date"</b>	means the date of these terms and conditions.
<b>"Excusing Cause"</b>	means a failure by CFL to perform the Services in accordance with the terms of these terms and conditions, caused by or resulting from any of the following:-  <ul style="list-style-type: none"> <li>(a) damage to any CFL equipment by you or any agent or your representatives;</li> <li>(b) Force Majeure;</li> <li>(c) tampering or interference with CFL Equipment;</li> <li>(d) failure by you to maintain the CFL Equipment and/or failure by you to notify CFL that maintenance is required (to the extent that the necessary maintenance is included in the Services);</li> <li>(e) failure of the Internet or relevant required connectivity;</li> <li>(f) removal of power to CFL Equipment that requires power to operate, by any person other than CFL or its employees or agents; or</li> <li>(g) failure by you to comply with your obligations under these terms and conditions;</li> </ul>
<b>"Force Majeure"</b>	means any event or circumstance, or any combination of events and/or circumstances, the occurrence of which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, CFL (the " <b>Affected Party</b> ") and which causes or results in the failure of the Affected Party acting as a Reasonable and Prudent Operator to perform or delay in performing any of its obligations owed to another Party under these terms and conditions, including but not limited to:-

- (a) war declared or undeclared, threat of war, act of public enemy, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (b) nuclear, chemical or biological contamination or sonic boom;
- (c) act of God, flood, earthquake, thunderstorm, windstorm or other natural disaster;
- (d) epidemic or pandemic;
- (e) strike, lockout or other industrial disturbance;
- (f) governmental restraint and/or compliance with any law or governmental order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent;
- (g) fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the Party seeking to rely on this Clause or a Group Company of the Party seeking to rely on this Clause) or accidental damage;
- (h) interruption or failure of utility service, including but not limited to electric, power, gas or water;
- (i) any labour dispute, including but not limited to strikes, industrial action or lockouts;
- (j) non-performance by CFL's suppliers or subcontractors (other than a Group Company of CFL); and
- (k) collapse of building structures, failure of plant, machinery, computers or vehicles;

for the avoidance of doubt, lack of funds of a Party (however caused) will not be Force Majeure;

**"Group Company"**

means in relation to a person, itself, its subsidiaries and any holding company of that person and any subsidiary of such holding company (all as defined in section 1159 of the Companies Act 2006) and any associated company (which expression will mean any other company of which either that Party or its holding company or any subsidiary or the company or its holding company beneficially holds not less than 20 per cent of the equity share capital) and (in respect of CFL) any CFL Group Company;

**"Invoice"**

has the meaning given to that term in Clause 6.1;

**"Invoice Amount"**

has the meaning given to that term in Clause 6.1;

<b>"Intellectual Property Rights"</b>	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>"Site"</b>	has the meaning given to that term in the Statement of Works
<b>"Operative"</b>	means an individual member of CFL's personnel or of CFL's sub-contractor's personnel who is responsible for carrying out a Site Visit and/or performing Site Works at the relevant Site;
<b>"Party"</b>	means either CFL or you and <b>"Parties"</b> shall be construed accordingly;
<b>"Reasonable and Prudent Operator"</b>	means a person or organisation seeking to perform its contractual obligations, and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with Applicable Laws engaged in the same type of undertaking in the same or similar circumstances and conditions, and any reference to the "standard of a Reasonable and Prudent Operator" will be construed accordingly;
<b>"Regulatory Requirement"</b>	means all relevant governments, statutory or regulatory bodies in any applicable jurisdiction or any other competent authority or entity having responsibility for the regulation, licensing or governance of the Services or those parts of CFL's (or relevant members of the CFL Group's) business providing the Services;
<b>"Services"</b>	means the services set out in the Statement of Work.
<b>"Site Visit"</b>	means a visit by an Operative to a Site to perform services in relation to the Services, such visit to take place at such date and time as shall be mutually agreed between you and CFL;
<b>"Working Day(s)"</b>	means a day during the normal working week between the hours of 09.00am and 17.00pm GMT excluding (i) any weekends and (ii) any public holiday in England, Scotland or Wales;
<b>"Year"</b>	means a period of twelve (12) months from the Commencement Date or an anniversary thereof, commencing with the twelve (12) month period from the Commencement Date and the terms <b>"First Year"</b> , <b>"Second Year"</b> etc shall be construed accordingly; and

A.22.2 Any reference to any statute or statutory provision will, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

A.22.3 The headings in these terms and conditions have been inserted for convenience only. They do not form part of these terms and conditions and do not affect its interpretation or construction.

A.22.4 Unless the context requires otherwise, words denoting the singular will include the plural and vice versa and words denoting any one gender will include all genders and words denoting persons will include individuals, bodies corporate, unincorporated associations and partnerships.

A.22.5 Any lists or examples following the word **"including"** will be interpreted without limitation to the generality of the preceding words.