

GREENE KING TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES

Supplier	Company name	
	Company number	
	Registered office address	
	Signed	
	Print name	
	Date	

I INTERPRETATION

1.1 **Definitions.** In the Contract the following words and expressions have the following meanings, unless otherwise specified or the context otherwise requires:

Appendix	any appendices agreed from time to time between the parties outlining specific terms such as pricing and Specification.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Contract	the contract between Greene King and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions and any Appendix, if applicable (as extended and updated from time to time)..
Deliverables	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Goods	the goods (or any part of them) set out in the Order.
Goods Specification	the specification for the Goods, including any related plans and drawings on the Order or otherwise as agreed.
Greene King	Greene King Brewing and Retailing Limited (company number 03298903) of Westgate Brewery, Bury St Edmunds, Suffolk IP33 1QT.
Group	the party, every holding company of the party and all wholly-owned subsidiaries of each such holding company and each of them from time to time.
holding company	has the meaning set out in section 1159 of the Companies Act 2006.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.
Nominated Distributor	GXO Logistics FST Limited (company number 12306472) or any other distributor nominated by Greene King from time to time on reasonable notice to the Supplier.
Order	Greene King's order for the supply of Goods and/or Services, issued by or on behalf of Greene King.
Service Levels	the performance standards and ways of working guide, including the key performance indicators, as agreed between the parties from time to time.
Services	the services, including without limitation any Deliverables, to be provided by the Supplier as set out in the Specification.
Service Specification	the description or specification for Services set out in the Order or otherwise as agreed between the parties.
Specification	the Goods Specification and the Services Specification.
VAT	value added tax.

1.2 **Construction.** In these Conditions, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a references to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any reference which immediately before Exit Day (as defined in the European Union (Withdrawal) Act 2018 (“EUWA”)) was a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“EU References”) which is to form part of domestic law by application of section 3 of the EUWA shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the EUWA as modified by domestic law from time to time;
- 1.2.5 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.6 a reference to **writing** or **written** includes e-mails.

2 COMMENCEMENT AND APPLICATION OF TERMS

- 2.1 An Order constitutes an offer by Greene King, or its Nominated Distributor where such Nominated Distributor is purchasing Goods for the account of Greene King, to purchase Goods and/or Services from the Supplier in accordance with the Contract.
- 2.2 An Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order.
- 2.3 The Contract applies to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 These Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5 In the event of a conflict between these Conditions and an Appendix, the Appendix shall prevail.
- 2.6 Nothing in these Conditions shall prevent Greene King from re-selling any Goods and/or Services to other operating companies within the Greene King Group or to its or their customers.
- 2.7 Greene King gives no warranty and makes no commitment to purchase any Goods or Services from the Supplier or to purchase any minimum quantity of Goods or Services.

3 SUPPLY OF GOODS

- 3.1 In consideration of Greene King entering into the Contract, the Supplier, whether in a direct contractual relationship with Greene King or in its capacity as a subcontractor, warrants and undertakes that the Goods shall:
 - 3.1.1 correspond to any applicable Specification;
 - 3.1.2 correspond with their description and presentation as per any applicable legislative requirements including those concerning the sale and supply of products or food;
 - 3.1.3 be of the nature or substance or quality demanded by Greene King both within the meaning of the Sale of Goods Act 1979 and, where applicable, the Food Safety Act 1990, including any associated, implementing, amending or subsidiary legislation;
 - 3.1.4 be fit for any purpose held out by the Supplier or made known to the Supplier by Greene King, expressly or by implication, and in this respect Greene King relies on the Supplier's skill and judgement;

- 3.1.5 where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
 - 3.1.6 be unadulterated, not injurious to health, fit for consumption (where applicable) and (where applicable) conform to any applicable legislative requirements concerning the sale and supply of food;
 - 3.1.7 be so produced and supplied, including but not limited to being formulated, designed, constructed, manufactured, finished, packaged, stored and transported so as to comply with any applicable legislative requirements, including those concerning general product safety, food, food hygiene and food safety; and
 - 3.1.8 comply with any applicable legislative requirements concerning the sale and supply of products or food including but not limited to the labelling, packaging and delivery of the Goods.
- 3.2 The Supplier warrants and undertakes that it will comply with any and all applicable legislative requirements, regulations, guidance and voluntary codes of conduct applicable to the Supplier and relating to the Goods and their sale and supply and performance including, but not limited to, where applicable:
- 3.2.1 the obligations and provisions of any applicable legislative requirements concerning food safety and fitness for consumption of food, including any notification obligations;
 - 3.2.2 the obligations and provisions of any applicable legislative requirements concerning levels of pesticides and associated residues in food;
 - 3.2.3 any applicable traceability requirements for food; and
 - 3.2.4 the obligations and provisions of any applicable legislative requirements concerning specifications for types of food, including but not limited to additives and ingredients.
- 3.3 Where applicable, the Supplier will comply with all obligations and provisions of any applicable legislative requirements concerning food information and food labelling. In particular, the Supplier will provide:
- 3.3.1 all relevant information in the appropriate format to ensure that information on all allergens present in the specific Goods concerned is provided to Greene King. The Supplier shall provide this information in such a way as to ensure that Greene King is able to comply with any relevant food information provisions concerning the provision of information on allergens in the sale and supply of food; and
 - 3.3.2 all relevant nutrition information in the appropriate format to ensure that Greene King is able to comply with any applicable legislation on the marketing of Goods and the sale and supply of the food concerned.
- 3.4 The Supplier warrants that it has adequate procedures in place to immediately withdraw any Goods that are not as warranted in clauses 3.1, 3.2 and 3.3.
- 3.5 The Supplier shall to provide any information and support that may reasonably be requested by Greene King to enable it to discharge its duties under the Contract properly and efficiently.
- 3.6 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods and the supply of the Goods to Greene King or the Nominated Distributor.
- 3.7 Greene King or the Nominated Distributor shall have the right to inspect and test the Goods at any time before delivery including without limitation during manufacture, processing or storage.
- 3.8 If following such inspection or testing Greene King or the Nominated Distributor considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, 3.2 and 3.3, Greene King or the Nominated Distributor shall inform the Supplier within 7 days of inspection or testing and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.9 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Greene King and the Nominated Distributor shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

- 3.10 Where the Supplier introduces any new goods into its product range, Greene King shall be offered the opportunity to add any such new goods to the Goods.
- 3.11 Greene King may delist any of the Goods provided that Greene King gives at least 28 days' prior notice to the Supplier.

4 DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3 all packaging material for the Goods is, at Greene King's option, returned to the Supplier for recycling or disposal. Where any packaging material is recyclable that fact must be clearly stated on the delivery note. Any packaging material shall be returned to the Supplier at the cost of the Supplier and at the Supplier's risk.
- 4.2 With each delivery of Goods, the Supplier shall provide information on the properties of the Goods and packaging materials to enable Greene King or the Nominated Distributor to identify any taint or contamination characteristics of the Goods to facilitate safe storage, handling and transportation of the Goods and packaging material. The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Order or, if no such date is specified, then within seven days of the date of the Order;
 - 4.2.2 to Greene King's premises or those of the Nominated Distributor as notified to the Supplier or such other location as is set out in the Order or as instructed by Greene King or the Nominated Distributor before delivery ("**Delivery Location**"); and
 - 4.2.3 during the hours of 7:00 am to 5:00 pm on a Business Day unless otherwise agreed by Greene King in writing.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier:
- 4.4.1 delivers less than 95% of the quantity of Goods ordered, Greene King or the Nominated Distributor may reject the Goods; or
 - 4.4.2 delivers more than 105% of the quantity of Goods ordered, Greene King or the Nominated Distributor may at its sole discretion reject the Goods or the excess Goods,
- and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Greene King or the Nominated Distributor accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.5 The Supplier shall not deliver the Goods in instalments without Greene King's or the Nominated Distributor's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Greene King or the Nominated Distributor to the remedies set out in clause 7.1.
- 4.6 The time of delivery of the Goods shall be of the essence.

5 SUPPLY OF SERVICES

- 5.1 The Supplier shall during the term of the Contract provide the Services to Greene King in accordance with the terms of the Contract or as specified in the Order.

- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or as notified to the Supplier by Greene King.
- 5.3 In consideration of Greene King entering into the Contract, in providing the Services, the Supplier, whether in a direct contractual relationship with Greene King or in its capacity as a subcontractor, warrants and undertakes that it shall:
- 5.3.1 co-operate with Greene King in all matters relating to the Services, and comply with all instructions of Greene King;
 - 5.3.2 perform the Services to a high standard of care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.3 comply with all applicable statutory requirements, regulations, standards, other legal requirements and voluntary codes of conduct applicable to the Supplier and/or the provision of the Services;
 - 5.3.4 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 5.3.5 ensure that the Services and Deliverables conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables are fit for any purpose expressly or impliedly made known to the Supplier by Greene King;
 - 5.3.6 provide all equipment, tools, plant and vehicles and such other items as are required to provide the Services;
 - 5.3.7 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Greene King, are free from defects in workmanship, installation and design and operate in accordance with the manufacturer's specifications;
 - 5.3.8 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - 5.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of Greene King's premises including without limitation Greene King's Contractor's safety at premises code of practice and Greene King's permit to work system, each as provided to the Supplier from time to time;
 - 5.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by Greene King to the Supplier ("**Greene King Materials**") in safe custody at its own risk, maintain Greene King Materials in good condition until returned to Greene King, and not dispose or use Greene King Materials other than in accordance with Greene King's written instructions or authorisation;
 - 5.3.11 not do or omit to do anything which may cause Greene King to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Greene King may rely or act on the Services; and
 - 5.3.12 co-operate with those other contractors, sub-contractors and all statutory undertakers, officers or auditors of Greene King and residents of businesses operating in the areas where Greene King's Group's pubs and restaurants are located so as to ensure as far as is practicable that all Services are co-ordinated where applicable.
- 5.4 Time shall be of the essence in the performance of the Services.

6 TITLE AND RISK

- 6.1 In respect of the Goods and any goods that are transferred to Greene King as part of the Services, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Greene King or the Nominated Distributor, it will have full and unrestricted rights to sell and transfer all such items to Greene King or the Nominated Distributor.
- 6.2 Title and risk in the Goods shall pass to Greene King or the Nominated Distributor on completion of delivery.

7 GREENE KING'S REMEDIES

- 7.1 If the Supplier fails to deliver the Goods and/or perform the Services in accordance with the Service Levels, the Specification or any term of the Contract, Greene King or the Nominated Distributor shall, without limiting its other rights or remedies, have one or more of the following rights, whether or not any part of the Goods and/or Services have been accepted by Greene King or the Nominated Distributor:
- 7.1.1 to terminate the Contract in part or in whole, with immediate effect by giving written notice to the Supplier;
 - 7.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 7.1.3 to recover from the Supplier any costs incurred by Greene King or the Nominated Distributor in obtaining substitute goods and/or services from a third party;
 - 7.1.4 where Greene King or the Nominated Distributor has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier;
 - 7.1.5 to claim damages for any additional costs, loss or expenses incurred by Greene King or the Nominated Distributor which are in any way attributable to the Supplier's failure;
 - 7.1.6 to require the Supplier to use its best endeavours to arrange all resources necessary to resume supply of the Goods and/or Services at no additional cost to Greene King or the Nominated Distributor;
 - 7.1.7 to reject the Goods and/or Services in whole or in part; and
 - 7.1.8 to require the Supplier to replace, repair, reinstate, re-perform or otherwise remedy the Goods and/or Services so that they conform with the Specification and the Contract;
 - 7.1.9 to remedy, or cause to be remedied, such defect or deficiency and re-charge the Supplier with any costs directly incurred as a result of remedying any defect or deficiency.
- 7.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clauses 3.1, 3.2 and 3.3 then, without limiting its other rights or remedies, Greene King or the Nominated Distributor shall have one or more of the following rights, whether or not it has accepted the Goods:
- 7.2.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 7.2.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 7.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 7.2.5 to recover from the Supplier any expenditure incurred by Greene King or the Nominated Distributor in obtaining substitute goods from a third party; and
 - 7.2.6 to claim damages for any additional costs, loss or expense incurred by Greene King arising from the Supplier's failure to supply Goods in accordance with clauses 3.1, 3.2 and 3.3.
- 7.3 If any customer makes a complaint which arises as a result of any act or omission of the Supplier and in relation to which Greene King or the Nominated Distributor makes a payment, reimbursement or concession to the customer, Greene King or the Nominated Distributor:
- 7.3.1 shall inform the Supplier of the complaint and the steps it has taken; and
 - 7.3.2 reserves the right to render an invoice to the Supplier for the amount of the payment, reimbursement or concession made, or to be made, to the customer.
- 7.4 These terms of the Contract shall extend to any substituted or remedial services and/or repaired or replacement

goods supplied by the Supplier.

7.5 Greene King's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

8 GREENE KING'S RIGHTS AND OBLIGATIONS

8.1 Greene King or the Nominated Distributor may at any time make changes in writing to the Order, including changes in Specification, method of shipment, quantities, packing or time or place of delivery, upon giving reasonable notice to the Supplier.

8.2 Greene King or the Nominated Distributor shall provide such information as the Supplier may reasonably request for the provision of the Goods and Services and Greene King or the Nominated Distributor considers reasonably necessary for the purpose of providing the Goods and Services.

9 ACCESS TO PREMISES

9.1 Subject to the provisions of clause 9.3, Greene King shall allow the Supplier access to such of Greene King's Group's pubs and restaurants at such times and in such manner as the Supplier shall reasonably requires for the purpose of providing the Services.

9.2 Greene King may refuse to admit to any of Greene King's Group's pubs and restaurants any person employed or engaged by the Supplier, or by any sub-contractor, whose admission would be, in the reasonable opinion of Greene King, undesirable.

9.3 The Supplier's employees, sub-contractors, consultants and representatives, whilst at Greene King's Group's premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel at that location.

10 PAYMENT

10.1 The provisions of this clause shall apply where Greene King has purchased Goods from the Supplier. Where Goods are purchased by the Nominated Distributor, payment terms shall be as agreed from time to time between the Supplier and the Nominated Distributor.

10.2 The price of the Goods or Services shall be the price agreed in the Appendix or Order and, unless otherwise agreed, will be inclusive of all charges including packaging, shipping, loading, carriage, insurance and delivery and any duties levied or taxed other than VAT. The charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the provision of the Goods or performance of the Services.

10.3 Samples of the Goods shall be provided at no cost to Greene King.

10.4 In respect of Goods, the Supplier shall invoice Greene King on or at any time after completion of delivery.

10.5 In respect of Services, the Supplier shall each month following completion of the Services for that month promptly submit to Greene King a VAT invoice, together with all necessary substantiating documentation pursuant to clause 10.7 which is required by Greene King. The Supplier shall ensure that invoices are submitted promptly as failure to do so may result in delayed payment.

10.6 Subject to clause 10.7, Greene King shall pay invoices by BACS within 60 days after the end of the month of receipt by Greene King of the Supplier's invoice or, if later, after acceptance of the Goods or Services in question by Greene King.

10.7 Each invoice shall where applicable be accompanied by a delivery note and both the invoice and delivery note shall include such supporting information required by Greene King to verify the accuracy of the invoice and delivery note, including but not limited to the relevant order number, pub number, pub name, description, number of operatives, type of operative, call-out, extra labour required, parts used if any. Failure to provide such information may result in non-acceptance of delivery or non-payment of the invoice.

10.8 All amounts payable under the Contract shall be paid in pounds sterling.

10.9 All amounts payable by Greene King under the Contract are exclusive of amounts in respect of VAT chargeable

from time to time. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Greene King, Greene King shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

- 10.10 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Lloyds Bank plc's base rate from time to time. Such interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 10.11 The Supplier shall maintain complete and accurate records of all pricing and account information, including without limitation all correspondence, time spent and materials used by the Supplier in providing the Services for a period of 6 years after the contract ends, and the Supplier shall allow Greene King or Greene King's authorised representative to inspect such records at all reasonable times on request and take copies as required.
- 10.12 Greene King may at any time, without limiting any of its other rights or remedies, set-off any liability of the Supplier or of any other company within the Supplier's Group to Greene King against any liability of Greene King to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 10.13 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Greene King in order to justify withholding any payment.

II TUPE

11.1 In the event that, for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("**TUPE**"), there is, by virtue of the Contract, a relevant transfer on the termination of the Contract from the Supplier to Greene King, of any employees (the "**Transferring Employees**") the Supplier shall indemnify and keep indemnified Greene King in full against all actions, proceedings, demands, awards, costs, fines, orders, expenses and liabilities (including legal and other professional fees and expenses) that arise out of or in connection with any claims from the Transferring Employees and in connection with their employment by the Supplier prior to the TUPE transfer:

- 11.1.1 arising out of or in connection with any claim made by any employee which relates to their employment by the Supplier prior to the termination date;
- 11.1.2 arising out of or in connection with a dismissal of any of the Transferring Employees by the Supplier before the termination date and which Greene King may incur pursuant to the TUPE legislation;
- 11.1.3 in relation to anything done or omitted to be done on or before the termination date in respect of the employment of any person employed or engaged by the Supplier before the termination date and which Greene King may incur pursuant to TUPE;
- 11.1.4 in relation to anything done or omitted to be done on or before the termination date by the Supplier by way of consultation with, or the provision of information to, any persons employed by the Supplier prior to the termination date or any trade union or appropriate representatives of any such persons, which Greene King may incur pursuant to TUPE, save where such liability arises because of Greene King's failure to comply with its obligations pursuant to Regulation 13(4) of TUPE;
- 11.1.5 arising out of or in connection with any claim by an employee of the Supplier who is not transferred and who claims on the termination date to have transferred or to be entitled to transfer to the employment of Greene King pursuant to TUPE;

provided that Greene King shall notify the Supplier of any claims by any Transferring Employee as soon as practicable and allow the Supplier to conduct or control or to procure the conduct or control the defence to such claims as well as any settlement negotiations and comply with all reasonable instructions of the Supplier and provide such co-operation as the Supplier may reasonably require in this respect.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Supplier assigns to Greene King, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 12.2 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 12.3 The Supplier shall, promptly at Greene King's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Greene King may from time to time require for the purpose of securing for Greene King the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Greene King in accordance with clause 12.1.
- 12.4 All Greene King Materials are the exclusive property of Greene King.

13 INTELLECTUAL PROPERTY

- 13.1 The Supplier shall not use or display the name, brand, concept names or marks of Greene King or any member of Greene King's Group without the express prior written consent of Greene King.
- 13.2 The Supplier shall indemnify and keep indemnified Greene King, its directors, employees or agents against any and all liabilities, actions, proceedings, costs, expenses, claims, damages, demands and losses (including but not limited to any direct, indirect, special or consequential losses, loss of profit, loss of goodwill, loss of reputation, loss of business, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered, incurred by Greene King, its directors, employees, or agents as a result of or in connection with:
- 13.2.1 any claim made against Greene King for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods or receipt, use or supply of the Services (except to the extent that the same arises from compliance with any specification provided by Greene King);
- 13.2.2 any claim made against Greene King by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 13.2.3 any claim made against Greene King by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 13.3 This clause shall survive termination of the Contract.

14 INSURANCE AND LIABILITY

- 14.1 The Supplier shall maintain in force, with a reputable insurance company, policies in respect of the following risks to cover the liabilities that may arise under or in connection with the Contract:

Risk	Minimum Cover
Product and public liability	£10,000,000
Employer's liability	£10,000,000
Professional indemnity	£5,000,000

- 14.2 The Supplier shall each year forward documentary evidence that the insurances referred to in clause 14.1 are in force and properly maintained. Should the Supplier make default in insuring or in continuing to insure against any such risks Greene King may itself insure against such risks and may charge the cost of such insurance to the Supplier.
- 14.3 All insurance monies received in respect of any insurance affected in accordance with this clause shall be applied to making good the loss or damage in respect of which such insurance monies are receivable and any deductible of shortfalls shall be borne by the Supplier.

- 14.4 Nothing in the Contract excludes or limits the liability of either party for death or personal injury caused by its negligence or fraudulent misrepresentation or any other liability to the extent that such liability may not be excluded or limited as a matter of law.
- 14.5 The Supplier will indemnify and keep indemnified Greene King against all liability, claims, damages, costs and expenses (including reasonable legal expenses) awarded against or incurred or paid by Greene King as a result of:
- 14.5.1 a breach of warranty given by the Supplier in relation to the Goods or Services;
 - 14.5.2 an act or omission of the Supplier, its employees, agents or sub-contractors in connection with the provision of the Goods or Services; and
 - 14.5.3 any liability under the Consumer Protection Act 1987 directly arising out of the manufacture of the Goods.
- 14.6 Greene King shall, at the Supplier's cost, give any assistance that the Supplier shall reasonably require to recall, as a matter of urgency, Goods from the retail or wholesale market.

15 TERMINATION

- 15.1 Without limiting its other rights or remedies, Greene King may terminate the Contract:
- 15.1.1 in respect of the supply of Goods, in whole or in part, at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. Greene King shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss; and
 - 15.1.2 in respect of the supply of Services to all or any of the pubs or restaurants in Greene King's Group in whole or in part by giving the Supplier three months' written notice.
- 15.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other if:
- 15.2.1 the other party commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
 - 15.2.2 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 15.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 15.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
 - 15.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
 - 15.2.6 the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 15.2.7 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

- 15.2.8 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 15.2.9 the holder of a floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 15.2.10 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 15.2.11 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;
 - 15.2.12 any event occurs, or proceeding is taken, with respect to the other in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.3 to clause 15.2.11 (inclusive); or
 - 15.2.13 the other party suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.
- 15.3 Without limiting its other rights or remedies, Greene King may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 15.3.1 the Supplier's financial position deteriorates to such an extent that in Greene King's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - 15.3.2 the Supplier challenges the validity of, or entitlement of Greene King to use, any of the trade marks trade or brand names used by Greene King's Group;
 - 15.3.3 ownership or control of the Supplier is in the opinion of Greene King substantially altered;
 - 15.3.4 other than as specifically approved in writing in advance by Greene King, the Supplier shall attempt or purport to assign or transfer the Contract; or
 - 15.3.5 any conflict arises between Greene King and the Supplier which, in the reasonable opinion of Greene King is or may be materially detrimental to the interests of Greene King.
- 15.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 15.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 16 CONSEQUENCES OF TERMINATION**
- 16.1 On termination of the Contract for any reason, the Supplier shall immediately deliver to Greene King all Deliverables whether or not then complete, and return all Greene King Materials. If the Supplier fails to do so, then Greene King may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 16.2 Upon notice of termination of the Contract for any reason the Supplier shall:
- 16.2.1 if requested by Greene King, continue to provide the Goods and Services or part of them upon the terms and conditions of the Contract including without limitation the same price in accordance with clause 10.2 (pro-rated where applicable) for a period not exceeding three months;
 - 16.2.2 at no cost to Greene King, co-operate fully with and provide all reasonable assistance to Greene King to enable the transition of the provision of the Services either to Greene King or to a third party nominated by Greene King promptly following termination.
- 16.3 Any termination of the Contract howsoever caused shall not affect any rights or liabilities which have accrued prior to the date of termination.

17 DATA PROTECTION

- 17.1 Each party agrees that, in the performance of its respective obligations under the Contract, it shall comply with the provisions of the Data Protection Legislation. A reference to “**Data Protection Legislation**” means the Data Protection Act 2018, the Data Protection Directive 95/46/EC (until repealed) and the General Data Protection Regulation 2016/679 (“**GDPR**”) (for so long as and to the extent that the law of the European Union has legal effect in the UK) and any legislation that implements the GDPR in the United Kingdom and all other applicable laws and regulations which may be in force from time to time relating to the processing of Personal Data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority and expressly includes the common law duty of confidentiality. A reference to the expressions “**processing**”, “**Personal Data**” and “**Data Controller**” shall bear their respective meanings referred to in the Data Protection Legislation.
- 17.2 The Supplier shall not process Personal Data relating to customers or employees of Greene King on behalf of Greene King without the prior written consent of Greene King and the entering into of a formal agreement with regard to such processing.

18 CONFIDENTIALITY

- 18.1 For the purposes of this clause, the following phrase shall have the following meaning:
- 18.1.1 “**Confidential Information**” means all information relating to business or financial or other affairs (including future sales and targets) which is marked “confidential”, or is or could be, commercially sensitive and is not publicly known.
- 18.2 Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or its Group, nor any terms of the Contract, except as permitted by clause 18.3.
- 18.3 Each party may disclose the other party's Confidential Information:
- 18.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause; and
- 18.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 18.4 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Contract.
- 18.5 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by one party from the other party shall be returned or destroyed promptly on termination of the Contract, and no copies shall be kept, whether digitally or otherwise. If reasonably requested by the disclosing party, compliance with this clause shall also be confirmed in writing.

19 BUSINESS CONTINUITY AND DISASTER RECOVERY

- 19.1 For the purposes of this clause, the following phrases shall have the following meanings:
- 19.1.1 “**Greene King's Data**” means any data (including Personal Data relating to the staff of Greene King), documents, text, drawings, diagrams, images or sound (together with any database made up of any of those, embodied in any medium, that are supplied to the Supplier by or on behalf of Greene King, or which the Supplier is required to generate, process, store or transmit pursuant to this Agreement).
- 19.2 The Supplier shall maintain or procure an adequate disaster recovery and business continuity plan “**Disaster Recovery and Business Continuity Plan**” and shall implement or procure the implementation of the provisions of the Disaster Recovery and Business Continuity Plan at any time in accordance with its terms.
- 19.3 If and when reasonably required by Greene King, the Supplier shall conduct tests of the Disaster Recovery and

Business Continuity Plan and Greene King shall be entitled to participate in such tests at Greene King's discretion.

- 19.4 The Supplier shall ensure that Greene King has access to the disaster recovery site and access to Greene King's Data in the event that the Disaster Recovery and Business Continuity Plan is implemented, but provided that Greene King shall be responsible for all communications equipment necessary for effecting such access.

20 NON-SOLICITATION

- 20.1 Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Services or (in the case of Greene King) in the receipt of the Services at any time during the term of this agreement or for a further period of 6 months after the termination of this agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

21 ANTI-BRIBERY

- 21.1 The Supplier shall:

- 21.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Relevant Requirements**");
- 21.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 21.1.3 have and shall maintain in place throughout the term of its appointment as a supplier its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the provisions of this clause and will enforce them where appropriate;
- 21.1.4 promptly report to Greene King any request or demand for any undue financial or other advantage of any kind received by it in connection with the provision of Goods or Services pursuant to the Contract; and
- 21.1.5 immediately notify Greene King (in writing) if a foreign public official becomes an officer or employee of the Supplier and/or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers or employees and direct or indirect owners at the date of the Contract).

- 21.2 The Supplier shall, on reasonable request from Greene King, provide written evidence of its compliance with this clause including copies of the policies and procedures in place in accordance with clause 19.1.3.

- 21.3 The Supplier shall ensure that any person associated with the Supplier who is performing Services or providing Goods in connection with the Contract does so only on the basis of a written contract that imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause ("**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Greene King for any breach by such persons of any of the Relevant Terms.

- 21.4 For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act and section 8 of that Act respectively.

- 21.5 For the purposes of this clause a person associated with the Supplier includes any sub-contractor of the Supplier.

- 21.6 Breach of this clause shall be deemed a material breach of the Contract.

22 MODERN SLAVERY ACT

- 22.1 The Supplier warrants that:

- 22.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors has:
- 22.1.1.1 committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**");
- 22.1.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

22.1.1.3 is aware, having made reasonable investigations, of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

22.1.2 it shall comply with the Modern Slavery Act 2015;

22.1.3 it shall notify Greene King immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents, subcontractors or members of its supply chain have breached or potentially breached any of the Supplier's obligations under this clause 20.1.

22.2 Greene King (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Supplier's operations, facilities and working conditions and its ethical procedures to ensure that the Supplier has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required by the Supplier to perform the Services and/or provide the Goods in accordance with the Modern Slavery Act 2015 and for that purpose shall be entitled to have access to the Supplier's premises and to any premises of the Supplier's subcontractors or agents where Services are being performed and/or Goods are being made during normal working hours on giving reasonable notice to the Supplier.

22.3 Breach of this clause may be deemed a material breach of the Contract, at Greene King's discretion.

23 ANTI-FACILITATION OF TAX EVASION

23.1 The Supplier shall:

23.1.1 not engage in any activity, practice or conduct which would constitute either:

23.1.1.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

23.1.1.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

23.1.2 establish, maintain and enforce its own policies and reasonable prevention procedures to prevent the facilitation of tax evasion by another person and to ensure compliance with clause 23.1.1

23.1.3 notify Greene King in writing if it becomes aware of any breach of clause 23.1.1 or has reason to believe that it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with its provision of Goods and/or Services to Greene King;

23.1.4 on reasonable request from Greene King, provide written evidence of its compliance with this clause 23 including copies of the policies and procedures in place in accordance with clause 23.1.1.2.

23.2 The Supplier shall ensure that any its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's provision of Goods and/or Services to Greene King do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 23 ("**Compliance Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Compliance Terms, and shall be directly liable to Greene King for any breach by such persons of any of the Compliance Terms.

23.3 Breach of this clause 23 shall be deemed a material breach of the Contract.

23.4 For the purposes of clause 23, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

24 EXPORT CONTROLS AND ECONOMIC SANCTIONS

24.1 For the purpose of this clause, the following words and phrases shall have the following meanings:

24.1.1 "**Restricted Person**" means any person or company who is (or is owned or controlled by, or acting on behalf of, any person) listed on any Sanctions List;

24.1.2 "**Sanctions**" means any law or regulation relating to economic or financial sanctions or trade embargoes or related restrictive measures imposed, administered or enforced from time to time;

24.1.3 "**Sanctions List**" means a relevant individual or organisation subject to Sanctions to include but not

limited to specially designated nationals and blocked persons identified through export and demand checks as appearing on a list issued by the US Office of Foreign Assets Control, persons subject to embargoes on certain goods or services, persons subject to asset freezing, persons subject to sector based Sanctions, persons subject to export or import licence requirements, persons appearing on the consolidated list of financial sanctions targets issued by HM Treasury or persons appearing on any similar list issued or maintained by any similar list issued or maintained by any relevant government, government authority or international organisation.

24.2 The Supplier shall not deal directly or indirectly with a Restricted Person in any part of the performance of its obligations under the Contract.

24.3 Breach of this clause shall be deemed a material breach of the Contract.

25 FORCE MAJEURE

25.1 For the purposes of this clause, the following phrase shall have the following meaning:

25.1.1 “**Force Majeure Event**” means any event affecting the performance of any provision of the Contract arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike (other than that by employees of the Supplier), lock-outs or other industrial action, terrorist action, civil commotion, imposition of sanctions, embargo or breakdown in diplomatic relations and any legislation, regulation, ruling or omission (including without limitation imposing an export or import restriction, quota or prohibition or failure to grant any necessary permission) of any relevant government, court or competent national authority.

25.2 A party shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results solely from a Force Majeure Event, provided that:

25.2.1 the Force Majeure Event arose without its fault or negligence;

25.2.2 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event;

25.2.3 it provides such evidence as it reasonably can give specifying the period for which it estimates that such prevention or delay will continue;

25.2.4 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event.

25.3 The Supplier has no entitlement to and Greene King has no liability for:

25.3.1 any costs, losses, expenses, damages or the payment of any part of the price during a Force Majeure Event; and

25.3.2 any delay costs in any way incurred by the Supplier due to a Force Majeure Event.

25.4 If a Force Majeure Event prevents, hinders or delays either party's performance of its obligations for a continuous period of more than three months, the other party may terminate the Contract immediately by giving written notice to the affected party.

26 DISPUTE RESOLUTION PROCEDURE

26.1 The parties shall use reasonable endeavours and act in good faith to resolve any disputes or claims that arise in connection with the Contract through both parties negotiating represented by individuals at a senior level within the respective organisations.

26.2 If the negotiations referred to in clause 23.1 should fail to resolve the dispute within 28 days both parties will attempt to resolve the dispute through the use of mediation. The parties will seek assistance from the Centre for Dispute Resolution of London (CEDR) (or such other similar organisation as may be agreed) as to the personnel with which to conduct the mediation proceedings.

26.3 In the event that any dispute is not resolved within 28 days of referral through the use of mediation as referred to in clause 23.1 above then either party may seek legal redress in accordance with clause 25.1.1. Neither party shall be prevented, by the inclusion of this condition, from applying at any time to the English courts for such interim or conservatory measures (including but not limited to injunctive relief or measures relating to the preservation of property) as may be considered appropriate.

27 NOTICES

27.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address in the United Kingdom as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.

27.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 24.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

27.3 The provisions of this clause 22 shall not apply to the service of any proceedings or other documents in any legal action.

28 GENERAL PROVISIONS

28.1 **Assignment.** Greene King may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract. The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without Greene King's prior written consent.

28.2 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28.3 **Entire Agreement.**

28.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

28.3.3 Nothing in this clause shall limit or exclude liability for fraud.

28.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

28.5 **Severance.**

28.5.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

28.5.2 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and,

to the greatest extent possible, achieves the intended commercial result of the original provision.

- 28.6 **Counterparts.** The Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 28.7 **Electronic signatures.** The parties agree that any form of electronic signature, including but not limited to signatures via scanning, digital e-signature software or email may substitute for an original signature and shall have the same effect as an original signature. The parties hereto agree that any electronically signed document (including the Contract) shall be deemed to be “written” or “in writing”.
- 28.8 **Third Party rights.**
- 28.8.1 The Contract confers a benefit on the Greene King Group operating companies which are the ultimate recipients of the Services supplied hereunder (each a “**Greene King Third Party**”) and subject to the remaining provisions of this clause are intended to be enforceable by each of them by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 28.8.2 The Contract confers a benefit on any Nominated Distributors of Greene King from time to time and, subject to the remaining provisions of this clause, the relevant provisions of this Agreement are intended to be enforceable by any such Nominated Distributor by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 28.8.3 Subject to clauses 25.8.1 and 25.8.2, the parties to the Contract do not intend that any term of the Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by a person who is not a party to it.
- 28.8.4 Notwithstanding clause 25.8.1, the Contract may be varied by the parties to the Contract in accordance with clause 25.4 without the consent of any Greene King Third Party.
- 28.9 **No partnership or agency.**
- 28.9.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 28.9.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 28.10 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 28.11 **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 the Contract or its subject matter or formation.