DATED

NEWSQUEST MEDIA GROUP LIMITED and

STANDARD AGREEMENT FOR THE PROVISION OF GOODS & SERVICES

V27092022

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THIS AGREEMENT IS MADE THE DAY OF 20	
BETWEEN THE "PARTIES"	
 NEWSQUEST MEDIA GROUP LIMITED, a company registered in England a (no. 1676637) whose registered office is at Loudwater Mill, Station Road, Wycombe HP10 9TY ("NQ"); and 	

(2) ______, a company registered in England and Wales (no.______) whose registered office is at ______

("the Supplier").

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BACKGROUND

- A) NQ wish to appoint the Supplier to provide the Goods and Services described in this Agreement, and subject to the terms and conditions detailed herein.
- B) The Supplier wishes to provide the Goods and Services to NQ in line with the terms and conditions detailed within this Agreement.

THE PARTIES HEREBY AGREE:

1 DEFINITIONS

1.1 In this Agreement the following expressions have the meanings stated:

"Agreement" means this written agreement, including the Schedules and recitals, as from time to time varied, novated, supplemented, amended, or replaced;

"Applicable Law" means all applicable laws, regulations, regulatory requirements and codes of practice of any jurisdiction, as amended and in force from time to time;

"Authorised Representative" means an individual nominated by NQ and the Supplier respectively from time to time as being the principal contact point for managing the business relationship created under this Agreement;

"**Bank Holidays**" means each national public holiday in England, Wales and Scotland, and, if any of the above fall on a Saturday or a Sunday, such substitute and/or additional national public holidays as may be so designated from time to time;

"Business Day" means any day which is not a Saturday, Sunday or Bank Holiday in England;

"Charges" means the charges to be paid by NQ for the Services detailed in Schedule 1;

"Commencement Date" means ______20 ;

"**Confidential Information**" means all written, electronic or oral information relating to the business or assets of each Party and its customers, clients and suppliers, the terms or subject matter of this Agreement, and negotiations relating to this Agreement;

"**Control**" means, in respect of a company, the power of a person to directly or indirectly secure by means of the holding of shares or the possession of voting power in or in relation to that company or any other body corporate or by virtue of any powers conferred by the articles of association or other document regulating that company or any other body corporate, that the affairs of the company are conducted in accordance with the wishes or directions of that other person and "Controlling" and "Controlled" shall be construed accordingly; "Force Majeure Event" means acts of God, expropriation or confiscation of facilities, any form of Government intervention, war, hostilities, terrorist activity, national emergency, floods, fires and explosions;

"GDPR" means the General Data Protection Regulation (2016/679 EU);

"**Goods**" means the products to be provided to NQ by the Supplier under this Agreement as described in **Schedule 1**;

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced provider of services similar to the Services, seeking in good faith to comply with its contractual obligations and complying with all Applicable Laws and in the case of financial records, generally accepted accounting methodology;

"**Savings**" means the difference in GBP between the current total costs for the performance of the Services as agreed prior to the commencement of this Agreement (as in **Schedule 1**) and the improved costs incurred by the Supplier for the performance of the Services at the relevant time;

"Services" means the services to be provided to NQ by the Supplier under this Agreement as described in Schedule 1;

"Service Levels" means the service levels specified in Schedule 2;

"Successor Service Provider" means the entity or entities (which may include NQ) which shall after the Termination Date provide the Services under this Agreement in place of the Supplier and/or its subcontractors;

"Subcontractor" means any party to whom the Supplier or NQ sub-contracts the performance of the Services, or any of them, from time to time or any party in a chain of sub-contracts from time to time in relation to the Services which stems from the Supplier or NQ;

"**Term**" means a period of 12 months from Commencement Date; and "**Termination Date**" means the date of termination of this Agreement in its entirety for whatever reason.

2 TERM

- 2.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in line with this Agreement, shall continue in force for 12 months.
- 2.2 The Supplier acknowledges that any term exceeding 12 months from the Commencement Date can only be authorised by NQ's Chief Executive or Chief Finance Director and requires their signature on this Agreement.

3 SUPPLIER OBLIGATIONS

- 3.1 The Supplier shall:
- 3

- 3.1.1 carry out its obligations as detailed in **Schedule 1** with the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced professional provider of the Goods and Services and at all times in accordance with the terms of this Agreement;
- 3.1.2 ensure that all written information and materials given to NQ are and remain accurate and comprehensive in all material respects;
- 3.1.3 supply the Goods in accordance with NQ's order(s), by the delivery date specified in **Schedule 1**;
- 3.1.4 provide all tools and other equipment required to carry out the Services; and
- 3.1.5 act in NQ's best interests and promptly notify NQ of any conflicts of interest which arise.
- 3.2 If Goods are delivered damaged or if NQ reasonably considers that the Goods do not confirm or are unlikely to comply with the requirements of **Schedule 1**, NQ shall inform the Supplier and the Supplier shall immediately take remedial action as is necessary to ensure compliance.

4 SERVICE LEVELS

- 4.1 The Supplier shall provide the Services in accordance with the Service Levels in **Schedule 2.**
- 4.2 The Supplier shall provide NQ with a report within 1 business of the end of each detailing performance achieved compared to the agreed Service Levels. Where the Supplier fails to meet a required Service Level for a Service, the Supplier shall refund to NQ a percentage of the Charge for that Service equivalent to the variance in Service Level achievement; as example, a Service Level

achievement of 80% against a requirement of 99% shall mean a refund to NQ of 19% of the Charge for that Service, unless otherwise agreed in writing.

- 4.3 The Supplier shall report to NQ, as soon as reasonably practicable on becoming aware of the relevant matter, any matter which: (i) causes, or appears to the Supplier, to be likely to cause, a failure by the Supplier to comply with the Service Levels or (ii) jeopardises the Supplier's ability to perform the Services to the Service Levels.
- 4.4 The Supplier shall continuously review its costs of providing the Services and advise on Savings to NQ each calendar quarter.

5 CHARGES

5.1 In consideration for the Supplier providing the Goods and Services in accordance with this Agreement, NQ shall pay to the Supplier the Charges as per **Schedule 1.**

The Charges for Goods include the cost of picking, packing and delivery by the Supplier to NQ, but do not include VAT which shall be payable by NQ at the prevailing rate at the date of the invoice and in the manner prescribed by law.

- 5.2 The Charges shall not increase during the term.
- 5.3 The Supplier shall submit to NQ valid invoices for the Charges monthly in arrears based on the Goods and Services provided in the previous calendar month.
- 5.4 NQ shall only be obliged to make payments which: (i) are supported by accurate VAT invoices detailing as a minimum: a breakdown of Charges against Goods delivered and/or Services completed, a NQ purchase order number, and NQ cost centre number(s), and (ii) where NQ is satisfied that the work has been performed in accordance with this Agreement.
- 5.5 All sums due under this Agreement shall, unless the subject of a bona fide dispute or as otherwise provided in this Agreement, be paid by NQ within 45 days of the date of receipt of a proper invoice.
- 5.6 Should NQ fail to make any valid, undisputed payment in full on the dates specified in **clause 5.5**, the Supplier may charge interest on the outstanding amount. Such interest shall accrue at the rate of 2% per annum above the Barclays Bank Plc base rate from time to time and accrue on a daily basis from the due date until the date of payment.
- 5.7 The Parties agree that **clause 5.6** is a substantial remedy and is fair for the purposes of the late payment of commercial debts (interest) act 1998 and shall be the Supplier's sole remedy in respect of late payment by NQ of the Charges.
- 5.8 Should a dispute arise between the Parties as to the accuracy of any sums due under this Agreement:
- 5.8.1 NQ shall provide to the Supplier a re-calculation of the relevant sum due to the Supplier under the terms of this Agreement. The Supplier shall have 10 Business Days to review such sum and calculation and to state whether it agrees with such calculation or if it does not so agree, to state the matters which it does not accept as being an accurate calculation of the sum due from it. If the Supplier fails to respond within that timeframe to NQ's notification of the re-calculation then NQ's calculation of such sum shall be deemed final and binding on the Parties.
- 5.8.2 If the Supplier notifies NQ that it does not accept such calculation and provides details of matters it does accept as being correct, the Parties shall meet and attempt in good faith to resolve any dispute or difference relating to the amount due.
- 5.8.3 If as a result of resolution of a payment dispute the sum invoiced by the Supplier is determined to be incorrect the Supplier shall return any over payment to NQ together with interest at the rate specified in **clause 5.7** above from calculated on a daily basis from the date of the overpayment.

6 INSURANCE AND RISK

- 6.1 Risk in the Goods shall only pass to NQ on successful offloading and safe storage of the Goods at the delivery location specified by NQ.
- 6.2 At its own expense, the Supplier will maintain in force at least the following insurance policies with reputable insurance companies to cover its potential liabilities and those of its Subcontractors in connection with this Agreement:
 - a public liability insurance policy with a limit of indemnity of at least £10million per claim; and
 - a product liability insurance policy with a limit of at least £5million per claim and £10million per annum, and shall supply copies of the current insurance policies to NQ upon request.
- 6.3 The Supplier shall, during the Term, and for a period of 12 months thereafter: (i) administer the insurance policies and the Supplier's relationship with its insurers at all times to preserve the benefits of the insurance policies and (ii) do nothing to invalidate any such insurance policy.

7 INDEMNITY

- 7.1 The Supplier shall indemnify and keep indemnified NQ fully and effectively for and against all loss, damage, costs and expenses (including legal and professional costs) in respect of any claim, demand, action or proceeding arising from or in connection with the performance by the Supplier, its employees, its agents or Subcontractors of its obligations under this Agreement.
- 7.2 The Supplier shall without delay and at its own expense reinstate, replace or make good to the satisfaction of NQ or if NQ agrees, pay compensation for any direct

loss or damage connected with the Goods or Services, except to the extent that such loss or damage is caused solely by a negligent act or emission of NQ.

8 AUDIT

- 8.1 NQ shall have the right to audit the Supplier's compliance with the terms of this Agreement.
- 8.2 The Supplier shall provide NQ and its auditors and other professional advisers and representatives with all reasonable co-operation, access and assistance in relation to each audit, including providing or procuring: (i) all relevant records and documentation, and (ii) access to the premises (or parts thereof) used or controlled by the Supplier in connection with this Agreement.
- 8.3 At NQ's request the Supplier shall make all reasonable changes required by, and take any other action necessitated by, any audit or inspection. If the audit reveals any overpayment by NQ of sums due under this Agreement, such overpayment

shall be returned to NQ together with interest calculated daily from the date of such overpayment in line with **clause 5.7.**

9 WARRANTIES

- 9.1 Each Party warrants and represents to the other that it has full right, power and authority to enter into this Agreement and carry out its obligations under this Agreement.
- 9.2 The Supplier warrants and represents to NQ that:
- 9.2.1 in performing its obligations under this Agreement it will comply with all Applicable Laws including such laws, regulations, codes of practice and advice relating to the protection of the environment, the prevention or reduction of pollution of any land, water or air or relating to the treatment of employees, workplace conditions, health and safety, use of labour and human rights;
- 9.2.2 all Goods will: (i) correspond with their description and any applicable specification, (ii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by NQ expressly or by implication, and in this respect NQ relies on the Supplier's skill and judgement, (iii) where they are manufactured products, be free from defects in design, material and workmanship and remain so for a minimum of 24 months after delivery, and (iv) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- 9.2.3 it has, and shall maintain for as long as is required by Applicable Law, all permits, licences, certificates, approvals and other authorisations necessary to carry out the Services;
- 9.2.4 in the provision of the Services, the Supplier shall at all times use personnel who possess a degree of skill and experience appropriate to the tasks to which they are allotted; and
- 9.2.5 it shall ensure that all personnel dealing directly with NQ's customers shall not do anything, or permit anything to be done which could reasonably be considered to be detrimental to NQ's reputation, image, value or goodwill.

10 DATA PROTECTION AND INTELLECTUAL PROPERTY

10.1 If in the course of providing the Services the Supplier processes personal data (as defined in Applicable Data Protection Law the provisions of this **clause 10** shall apply.

In this clause 10, the following terms shall have the following meanings:

(a) "controller", "processor", "data subject", "personal data" and "processing" (and "process") shall have the meanings given in Applicable Data Protection Law; and

(b) "**Applicable Data Protection Law"** shall mean: (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the

protection of individuals with regard to the processing of personal data and on the free movement of such data; (ii) on and after 25 May 2018 and Prior to February 1st 2020, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); and (iii) on and after February 1st 2020, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), and the UK general Public Acts Data Protection Act 2018.

- 10.2 *Relationship of the parties:* NQ (the controller) appoints the Supplier as a processor to process the personal data described in Annex A / that is the subject of this Agreement (the "Data"). Each Party shall comply with the obligations that apply to it under Applicable Data Protection Law.
- 10.3 *Purpose limitation:* The Supplier shall process the Data as a processor for the

purposes agreed with NQ as necessary to perform its obligations under this Agreement and strictly in accordance with the documented instructions of NQ (the "**Permitted Purpose**", except where otherwise required by any EU (or any EU Member State) law applicable to NQ). In no event shall the Supplier process the Data for its own purposes or those of any third party.

- 10.4 International transfers: The Supplier shall not transfer the Data (nor permit the Data to be transferred) outside of the UK, except via the adequacy arrangement between the UK and EU for data transfers to and from the European Economic Area ("EEA"), unless (i) it has first obtained NQ's prior written consent; and (ii) it takes such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law
- 10.5 *Confidentiality of processing:* The Supplier shall ensure that any person that it

authorises to process the Data including the Supplier's employees, agents and subcontractors (an "**Authorised Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such a duty of confidentiality. The Supplier shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

10.6 *Security:* The processor shall implement appropriate technical and organisational

measures to protect the Data (i) from accidental or unlawful destruction, and (ii)

loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Incident"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:

(a) the pseudonymisation and encryption of personal data;

- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 10.7 Subcontracting: The Supplier shall not subcontract any processing of the Data to a third party subcontractor without the prior written consent of NQ. Notwithstanding this, NQ consents to the Supplier engaging third party subcontractors to process the Data provided that: (i) the Supplier provides at least 30 days' prior notice of the addition or removal of any subcontractor (including details of the processing it performs or will perform), which may be given by emailing the details to legal@newsquest.co.uk; (ii) the Supplier imposes data protection terms on any subcontractor it appoints that protect the Data to the same standard provided for by this clause 10; and (iii) the Supplier remains fully liable for any breach of this clause 10 that is caused by an act, error or omission of its subcontractor. The Supplier shall maintain a list of subcontractors at all times during the Term and provide updated copies of this list to NQ on request. If NQ refuses to consent to the Supplier's appointment of a thirdparty subcontractor on grounds relating to the protection of the Data, then either the Supplier will not appoint the subcontractor or NQ may elect to suspend or terminate this Agreement without penalty.
- 10.8 Cooperation and data subjects' rights: The Supplier shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to NQ (at its own) to enable NQ to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to the Supplier, the Supplier shall promptly inform NQ providing full details of the same.
- 10.9 Data Protection Impact Assessment: If the Supplier believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform NQ and provide NQ with all such reasonable and timely assistance as NQ may require in order to

conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

10.10 *Security incidents:* Upon becoming aware of a Security Incident, the Supplier shall

inform NQ without undue delay and shall provide all such timely information and cooperation as NQ may require in order for NQ to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. The Supplier shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep NQ up-to-date about all developments in connection with the Security Incident.

- 10.11 Deletion or return of Data: Upon termination or expiry of this Agreement, the Supplier shall (at NQ's election) destroy or return to NQ all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that the Supplier is required by any EU (or any EU Member State) law to retain some or all of the Data, in which event the Supplier shall isolate and protect the Data from any further processing except to the extent required by such law.
- 10.12 Audit: The Supplier shall permit NQ (or its appointed third-party auditors) to audit the Supplier's compliance with this **clause 10**, and shall make available to NQ all information, systems and staff necessary for NQ (or its third-party auditors) to conduct such audit. The Supplier acknowledges that NQ (or its third-party auditors) may enter its premises for the purposes of conducting this audit, provided that NQ gives it reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to the Supplier's operations. NQ will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) if NQ believes a further audit is necessary due to a Security Incident suffered by the Supplier.
- 10.13 Indemnity: Each Party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") from and against all loss, cost, harm, expense (including reasonable legal fees), liabilities or damage ("Damage") suffered or incurred by the Indemnified Party as a result of the Indemnifying Party's breach of this Agreement, and provided that: (i) the Indemnified Party gives the Indemnifying Party prompt notice of any circumstances of which it is aware that give rise to an indemnity claim under this clause 10; and (ii) the Indemnified Party takes reasonable steps and actions to mitigate any ongoing Damage it may suffer as a consequence of the Indemnifying Party's breach.

11 INTELLECTUAL PROPERTY

11.1 All intellectual property rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same) shall remain vested in the originating Party unless otherwise agreed in writing by the Parties. For the

avoidance of doubt, intellectual property rights in data shall be owned by NQ absolutely.

12 CONFIDENTIALITY

- 12.1 Each Party shall keep the other Party's Confidential Information confidential and use Confidential Information only in connection with the proper performance of this Agreement.
- 12.2 This **clause 12** shall not apply to any Confidential Information to the extent that it: (i) comes within the public domain other than through breach of **clause 12**, (ii) is required or requested to be divulged by any court, tribunal or governmental authority with competent jurisdiction to which either Party is subject, wherever situated, (iii) is already known to the receiving Party before the date of this Agreement, or (iv) is disclosed on a confidential basis for the purpose of obtaining professional advice.
- 12.3 Each Party shall tell the other immediately if it discovers that this **clause 12** has been breached and shall, on request, return to the other all of the other Party's Confidential Information (whether held by it or its representatives) which is in a physical form and destroy any other records containing Confidential Information.
- 12.4 The obligations in this **clause 12** shall continue without limit in time after the Termination Date.

13 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

- 13.1 Neither the Supplier nor NQ intend that any individuals who are employed or engaged by either party or by any third party will become employed or engaged by the other party or by any Subcontractor, either pursuant to TUPE or otherwise, as a result of the provision of all or any part of the Services moving to or from the Supplier or any Subcontractor.
- 13.2 In the event that any individual asserts that his or her employment or engagement has (or should have) transferred to the Supplier, or to any Subcontractor, pursuant to TUPE or otherwise, as a result of the provision of all or part of the Services by the Supplier, or if a tribunal or court of competent jurisdiction decides that any such transfer has (or should have) occurred, the Supplier or the relevant Subcontractor may dismiss the relevant individual or terminate his or her engagement and NQ shall indemnify the Supplier and any Subcontractor and keep it (or them) fully indemnified against all employment-related liabilities (whether brought by any such individual or by his or her representative(s)) arising directly or indirectly from or in connection with: (i) the termination of employment or engagement of any such individual by the Supplier or by the relevant Subcontractor; and (ii) the employment or engagement of any such individual by the Supplier and/or by the relevant the Subcontractor for the period beginning with the date the relevant provision of Services transferred ("Transfer Date") and ending on the date of the termination of employment or engagement of that individual; (iii) the employment or engagement of any such individual by the NQ or by any third party; and/or (iv) the transfer (or alleged transfer) of any such

individual to the Supplier or to any Subcontractor, including (but not limited to) any employment-related liabilities that may arise from, or relate to, a failure to comply with any obligation to inform and/or consult any such individuals or their representative(s) (including any failure to elect such representatives) whether pursuant to TUPE or otherwise.

- 13.3 In the event that following termination of this Agreement for any reason any individual asserts that his or her employment or engagement has (or should have) transferred from the Supplier, or from any Subcontractor, pursuant to TUPE or otherwise, as a result of moving the provision of all or part of the Services by NQ or a Successor Provider, or if a tribunal or court of competent jurisdiction decides that any such transfer has (or should have) occurred, NQ or the relevant Successor Provider may dismiss the relevant individual or terminate his or her engagement and the Supplier shall (on its own behalf and on behalf of any Subcontractor) indemnify NQ and any Successor Provider and keep it (or them) fully indemnified against all employment-related liabilities (whether brought by any such individual or by his or her representative(s)) arising directly or indirectly from or in connection with: (i) the termination of employment or engagement of any such individual by NQ or by the relevant a Successor Provider; and (ii) the employment or engagement of any such individual by NQ and/or by the relevant a Successor Provider for the period beginning with the Transfer Date and ending on the date of the termination of employment or engagement of that individual; (iii) the employment or engagement of any such individual by NQ or by any third party; and/or (iv) the transfer (or alleged transfer) of any such individual to NQ or to any a Successor Provider, including (but not limited to) any employment-related liabilities that may arise from, or relate to, a failure to comply with any obligation to inform and/or consult any such individuals or their representative(s) (including any failure to elect such representatives) whether pursuant to TUPE or otherwise.
- 13.4 The Supplier acknowledges that the indemnity provided in **clause 13.3** benefits the Successor Service Provider which is not a party to this Agreement and that such Successor Service Provider shall be entitled to enforce the terms of the indemnity.
- 13.5 Following receipt of notice of termination of this Agreement (in whole or in part), where in each case TUPE applies or may apply on termination, the Supplier or its Subcontractors shall not, other than in the ordinary and normal course of business, amend or promise to amend the terms and conditions of employment, including remuneration, hours of working and conditions which apply to entitlement to membership of, contributions to or pension accrual under any statutory, occupational or personal pension scheme of any employee, or increase the number of employees working on the Services.

14 TERMINATION

- 14.1 Either Party may terminate this Agreement by giving the other Party written notice sixty (60) days in advance.
- 14.2 Either Party may terminate this Agreement with immediate effect by writing to the other Party if the other Party: (i) ceases or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of this Agreement) or (ii) becomes insolvent, or (iii) has a receiver, administrative receiver,

administrator or manager appointed of the whole or any part of its assets or business, or (iv) makes any composition or arrangement with its creditors, or (v) an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation of reconstruction).

- 14.3 NQ may terminate this Agreement with immediate effect at any time if the Supplier: (i) commits a breach of this Agreement that is not capable of remedy; or (ii) commits a breach capable of remedy, but the Supplier fails to remedy such breach within 14 days of receiving notice from NQ, or (iii) commits a persistent breach or breaches, or (vi) there is a change of control or financial status (including credit rating) of the Supplier.
- 14.4 NQ shall have at any time the right to reduce the volume or frequency of the Services provided under the Agreement without liability in each case by giving the Supplier 7 days' written notice.
- 14.5 On termination of this Agreement for any reason the Supplier shall at its own costs:
- 14.5.1 provide all reasonable assistance to NQ to ensure a full and orderly handover of the Services to a Successor Service Provider;
- 14.5.2 assign to NQ or any person nominated by NQ the benefit of any agreement for the purposes of providing the Services;
- 14.5.3 ensure that the handover is carried out with the minimum inconvenience and disruption to NQ and its business; and
- 14.5.4 shall have no claim against NQ for compensation for loss of distribution rights, loss of goodwill or any similar loss.
- 14.6 On termination of this Agreement for any reason save as otherwise herein expressly provided for and for any rights or obligations which have accrued or relate to the period prior to Termination Date, neither Party shall have any further obligation to the other under this Agreement. Termination or expiry of this Agreement (howsoever occurring) shall not affect either of the Parties' accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination or expiry.

15 FORCE MAJEURE

15.1 Neither Party shall be responsible for failure to carry out any of its duties under this Agreement to the extent to which the failure is directly caused by a Force Majeure Event, provided that such Party (the "Affected Party"): (i) has taken all reasonable steps to prevent and avoid the Force Majeure Event, carries out its duties to the best level reasonably achievable in the circumstances of the Force Majeure Event, and takes all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable. The Charges for Goods and/or Services affected by a Force Majeure Event shall be automatically adjusted to reflect the extent and standard to which the affected Goods or Services are being provided.

15.2 If the Force Majeure Event prevents the Affected Party from materially complying with its obligations under this Agreement and it continues for more than 14 days, the Unaffected Party may terminate this Agreement with immediate effect by giving written notice.

16 ASSIGNMENT & TRANSFER

- 16.1 NQ shall be entitled to transfer all or part of its rights under this Agreement to another member of the NQ group.
- 16.2 The Supplier shall not be permitted to assign this Agreement without prior written consent from NQ.

17 ANTI-BRIBERY & CORRUPTION AND MODERN SLAVERY

- 17.1 The Supplier warrant that they, their employees, agents and Subcontractors will at all times comply with:
- 17.1.1 all applicable and relevant data protection legislation;
- 17.1.2 The Bribery Act 2010 (as amended); and
- 17.1.3 The Modern Slavery Act 2015 (as amended).
- 17.2 The Supplier understands that failure to comply with this **clause 17** shall be deemed a material breach of this Agreement and NQ shall be entitled to terminate this Agreement immediately without liability.

18 NOTICES

18.1 Any notices required to be given under this Agreement must be delivered personally or sent by pre-paid first class post to the address below or to any other address notified in writing from time to time. A notice delivered by hand is served when delivered, and a notice sent by first class post is served 48 hours after posting:

NQ: GROUP PURCHASING MANAGER, Newsquest Media Group, Loudwater Mill, Station Road, High Wycombe HP10 9TY

The Supplier:

19 GENERAL TERMS

- 19.1 In this Agreement:
- 19.1.1 references to days, months or years means calendar days, months or years unless stated to the contrary;

- 19.1.2 references to any statute, statutory provision, enactment, EU Directive or EU Regulation include any change, consolidation, replacement, re-enactment or extension of the statute, statutory provision, enactment, EU Directive or EU Regulation;
- 19.1.3 references to clauses, documents, Schedules and/or parties are to clauses of and Schedules and/or parties to this Agreement as from time to time supplemented or varied;
- 19.1.4 headings are for reference only and do not affect the meaning of this Agreement; and
- 19.1.5 if the description of a service in general terms is followed by the more specific description of certain elements of that service, the general description of the service shall not be construed restrictively by reference to the elements more specifically described.
- 19.2 In the event of any conflict or inconsistency between this Agreement (excluding the Schedules) and any of the Schedules, the provisions of this Agreement (excluding the Schedules) shall prevail. If such a conflict comes to light, the Parties shall use all reasonable endeavours to amend the Schedule so that the conflict is removed and to give proper effect to this Agreement.
- 19.3 No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. No waiver by either Party of any breach of this Agreement shall be considered as a waiver of a preceding or subsequent breach.
- 19.4 Except as expressly provided under this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.
- 19.5 If any term of this Agreement is found to be illegal, invalid or unenforceable under any Applicable Law, such term shall, to the extent it is severable from the remaining terms, be deemed omitted from this Agreement and shall not affect the legality, validity or enforceability of the remaining terms. NQ and the Supplier shall try to agree on a suitable clause to replace the one which is deemed omitted. The new clause should, as far as possible, achieve the same economic, legal and commercial aims of the omitted one.
- 19.6 Each Party will at the request of the other party execute any document and do any thing reasonably necessary to implement this Agreement and use all reasonable endeavours to procure that a third party executes any deed or document and does any thing reasonably necessary to implement this Agreement.
- 19.7 This Agreement may be executed in any number of counterparts but shall not be effective until each Party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.

- 19.8 The Supplier is an independent contractor dealing at arm's length and nothing in this Agreement shall be deemed to constitute a partnership, joint-venture, coownership or any employment relationship between the Parties nor shall anything in this Agreement be deemed to constitute one Party as the agent of the other for any purpose or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.
- 19.9 The Parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise except: (i) any Successor Service Provider who shall have the right to enforce **clause 13**, or (ii) any permitted assignee pursuant to **clause 16**.
- 19.10 The Supplier shall not make any public announcement, issue any press release or make any form of statement to the public or other customers in connection with this Agreement or any ancillary matter without the prior written consent of NQ.
- 19.11 This Agreement and any non-contractual obligations arising in connection with it shall be governed by the law of England and Wales and, each Party agrees to submit any dispute which may arise out of, under, or in connection with this Agreement, including disputes relating to any non-contractual obligations, to the exclusive jurisdiction of the courts of England and Wales.

20 SIGNATURES

Signed by NQ and the Supplier:

SIGNED by _____) for and on behalf of NEWSQUEST MEDIA GROUP LTD)

Date:

SIGNED by _____

) for and on behalf of the Supplier

)

Date:

SCHEDULE 1: DESCRIPTION OF GOODS AND SERVICES

a) Description of Goods to Be Provided by the Supplier

ITEM DESCRIPTION	SUPPLIER PRODUCT CODE	ITEM PURPOSE & TECHNICAL SPECIFICATION	QTY	COST PER UNIT	TOTAL COST	DELIVER Y DATE	DELIVERY ADDRESS

b) Description of Services to Be Undertaken by the Supplier

FULL SERVICE DESCRIPTION	LOCATION	FREQUENCY	COST BREAKDOWN	TOTAL COST FOR SERVICE	DELIVERY DATE(S)

SCHEDULE 2: SERVICE LEVELS

Service Levels are required for every aspect of the Services in **Schedule 1**.

SERVICE DESCRIPTION (AS PER SCHEDULE 1)	NQ REQUIREMENT (INCLUDE SPECIFIC STANDARDS, QUANTITIES, FREQUENCIES, AND ALL KEY PERFORMANCE INDICATORS)	SERVICE LEVEL TO BE ACHIEVED

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