

# FRAMEWORK SUPPLIER DETAILS.

The Flaghouse  
16 Graham Street  
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## 383 Project Framework Supplier Terms

In consideration of the mutual obligations set out below the Parties agree as follows:

### 1. Definitions

1.1 In these Framework Supplier Terms the following words shall have the following meanings unless otherwise expressly stated:

“383 Project” means 383 Project Limited, registered in England and Wales with company number 05782732 and whose registered office is at The Flaghouse, 16 Graham Street, Birmingham B1 3JR;

“383 Project’s Materials” means any documentation, software, data and other materials, in each case, which are owned by 383 Project or any of its customers or which are provided by 383 Project or any of 383 Project’s customers to the Supplier pursuant to the respective Project;

“Affiliate” in relation to a party, a person who is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party’s holding company.

“Background IPR” means the Intellectual Property Rights of either 383 Project (or its employees, agents or subcontractors) or the Supplier (or its employees, agents or subcontractors) which: (a) are in existence before the Effective Date; or (b) which are developed independently of the Framework Supplier Terms;

“Confidential Information” means any and all secret or confidential commercial, financial, marketing, technical information, know-how, trade secrets and other information in written, electronic or any other form or medium, whether disclosed before, on or after the Effective Date and any information relating to 383 Project customers or employees disclosed to the Supplier;

“DPA” means the Data Protection Act 1998, and any legislation or regulation which supplements or replaces the Data Protection Act 1998;

“Effective Date” means the date specified in the “Effective Date of Project” section of the respective Project Quote;

“Force Majeure” means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations under the Project including without limitation: fire; flood; lightning; failure of supplies of: power, fuel, transport, equipment, raw materials or other goods or services;

“Foreground IPR” means any Intellectual Property Rights, which arise or are created by either 383 Project (or its employees, agents or subcontractors) or the Supplier (or its employees, agents or subcontractors), during the term of the Framework Supplier Terms in connection with the Framework Supplier Terms or as a result thereof;

“Framework Supplier Terms” means the terms and conditions contained within this document (including its appendices);

“Intellectual Property Rights” means any intellectual property rights, including without limitation, patent, utility model, registered design, unregistered design right, copyright (including any rights in computer software), database right or topography right and any trade secret, trade mark, service mark, trade or business name, goodwill and rights in confidential information and know-how and any associated or similar rights (whether or not any of these are registered and in all cases including applications for registration of any such thing);

“Output” means (without limitation) all documents, products, software, information, data, materials and services provided, or to be provided (as applicable), by the Supplier and/or its agents and third parties pursuant to the respective Project in any form, including computer programs, data, reports, photos, videos and specifications (including drafts);

“Parties” means 383 Project and the Supplier;

“Party” means 383 Project or the Supplier;

“Project” means the contract between the Parties consisting of: (1) the terms and conditions in the Project Quote; together with (2) the Framework Supplier Terms;



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*“Project Quote” means a document which is executed by the Parties, based on Appendix 1, as updated from time to time with the written agreement of both Parties;*

*“Project Work” means the Supplier’ work and services stated in the “Project Work” section of the respective Project Quote;*

*“Special Conditions” means the provisions contained in the “Special Conditions” section of the respective Project Quote;*

*“Supplier” means the legal entity signing these Framework Supplier Terms as the Supplier”, being the same party identified in “Supplier” section of the respective Project Quote;*

*“Supplier Personnel” means the Supplier, any subcontractors, and all employees, staff, workers, agents and consultants of the Supplier and of any subcontractors who are engaged in the performance of any obligations under the respective Project;*

*“Supplier’s Representative” means an individual who is an employee of the Supplier, who is competent and trained in the provision of the relevant Project Work;*

*“Working Day” means a day falling within Monday to Friday (inclusive), but excluding any Public or Bank holidays in England;*

### Interpretation

- 1.2 *The headings contained in this Framework Supplier Terms are for convenience of reference only and shall not affect its interpretation.*
- 1.3 *References to “person” includes an individual, company, public organisation, corporation, firm or partnership, or any other legal entity.*
- 1.4 *Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.*
- 1.5 *The words and phrases “includes”, “including” or “in particular” (as well as any similar words or expressions) shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible. Furthermore (except where already stated) such words shall be deemed to be immediately followed by the words “without limitation”.*
- 1.6 *References to any statute or statutory provision shall include: (1) any subordinate legislation made under it; and (2) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).*
- 1.7 *All sums payable hereunder are expressed exclusive of VAT and any other applicable tax and duty payable upon such sums which shall be added if appropriate at the rate prevailing at the relevant tax point.*
- 1.8 *To the extent of any conflict or ambiguity between any of the provisions of a Project, the following decreasing order of precedence will apply in respect of the relevant Project:*
  - 1.8.1 *the Special Conditions;*
  - 1.8.2 *the Framework Supplier Terms; then*
  - 1.8.3 *the other terms of the respective Project Quote.*
- 1.9 *These Framework Supplier Terms shall govern each Project and shall prevail over any inconsistent terms and conditions contained or referred to in any document supplied by the Supplier or implied by law, trade custom, practice or course of dealing.*
2. *Duration and Scope of Arrangements*
  - 2.1 *A Project shall come into force on its Effective Date and continue in force for the period specified in the respective Project or where no period is specified, then until the respective obligations are completed.*
  - 2.2 *Clause 2 operates subject to the other termination rights in the Project.*
3. *Acceptance*
  - 3.1 *On delivery of the Output by the Supplier 383 Project shall test whether the Output operates in accordance with the requirements of the respective Project. If there is any non-compliance with such requirements of the Project (such non-compliance being a “Defect”), then 383 Project may request that the Supplier shall, remedy the Defect with the Output within 7 Working Days of receiving the request of the non-compliance from 383 Project.*
  - 3.2 *Following the completion of the activities by the Supplier pursuant to Clause 3.1, if a Defect is still present, then 383 Project can elect either to:*

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- 3.2.1 *invoke the provisions of Clause 3.1 again; and/or*
- 3.2.2 *terminate the Project, in which case the Supplier shall, within 30 days of receipt of such notice of termination, refund the amount paid by 383 Project under the terminated Project in respect of the rejected Output.*
- 3.3 *Any notice of compliance is without prejudice to any rights or remedies of 383 Project.*
- 3.4 *The Parties also agree to comply with the Special Conditions.*
- 4. *383 Project's Obligations*
  - 4.1 *383 Project agrees to:*
    - 4.1.1 *use reasonable skill and care in undertaking its obligations;*
    - 4.1.2 *undertake its obligations as stated in the Project; and*
    - 4.1.3 *provide access to its premises, systems, software, data and facilities as it considers reasonably necessary in order to allow the Supplier to comply with its obligations pursuant to the Framework Supplier Terms.*
- 5. *The Supplier's Obligations*
  - 5.1 *The Supplier undertakes during the term of the respective Project:*
    - 5.1.1 *to undertake its obligations with reasonable skill and care;*
    - 5.1.2 *to use all reasonable endeavours not to introduce any viruses into the Information Technology systems of 383 Project or 383 Project's customers as a result of the Supplier's acts or omissions;*
    - 5.1.3 *to undertake its obligations as stated in the Project;*
    - 5.1.4 *not to undertake any unauthorised access or use of 383 Project's data or the data of 383 Project's customers; and*
    - 5.1.5 *to comply with 383 Project's or 383 Project's customer's reasonable site and security policies when it is attending 383 Project's or 383 Project's customer's premises (as the case may be).*
  - 5.2 *In supplying the Project Work, the Supplier shall:*
    - 5.2.1 *co-operate with 383 Project in all matters relating to the Project Work, and comply with all reasonable instructions of 383 Project;*
    - 5.2.2 *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;*
    - 5.2.3 *ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in all Projects;*
    - 5.2.4 *ensure that the Project Work and Output will conform with all descriptions and specifications set out in the Project Quote and Special Conditions and that the Output shall be fit for any purpose expressly or impliedly made known to the Supplier by 383 Project;*
    - 5.2.5 *provide all equipment, tools, vehicles and other items required to provide the Project Work at no additional cost to 383 Project;*
    - 5.2.6 *ensure that the Output, and all goods, materials, standards and techniques used in providing the Project Work are of the best quality and are free from defects in workmanship, installation and design;*
    - 5.2.7 *comply with all applicable laws and regulations;*



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- 5.2.8 *hold all 383 Project's Materials in safe custody at its own risk, maintain 383 Project's Materials in good condition until returned to 383 Project, and not dispose of or use 383 Project's Materials other than in accordance with 383 Project's written instructions or authorisation;*
- 5.2.9 *not do or omit to do anything which may cause 383 Project or 383 Project's customers to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that 383 Project and its customer's may rely or act on the Project Work and Output; and*
- 5.2.10 *not do or omit to do anything which may constitute, cause or contribute to any breach by 383 Project or 383 Project's customers of any licence or contract binding on 383 Project or 383 Project's Affiliate or 383 Project's customer's.*

#### Consultancy & Training Services

- 5.3 *The Project Work will be performed remotely or at 383 Project's premises, as reasonably determined by 383 Project or as specified in the Project Quote.*
- 5.4 *With regard to any training services which the Supplier agrees to provide, it is the Supplier's responsibility (at the Supplier's cost) to provide the training room and equipment for such training.*
- 6. *383 Project's Remedies*
- 6.1 *If the Supplier fails to perform the Project Work by the dates or times specified in the Project Quote, 383 Project shall, without limiting its other rights or remedies, have one or more of the following rights:*
  - 6.1.1 *to refuse to accept any subsequent performance of the Project Work which the Supplier attempts to make;*
  - 6.1.2 *to recover from the Supplier any costs incurred by 383 Project in obtaining substitute services from a third party;*
  - 6.1.3 *where 383 Project has paid in advance for Project Work that has not been provided by the Supplier, to have such sums refunded by the Supplier; or*
  - 6.1.4 *to claim damages for any additional costs, loss or expenses incurred by 383 Project which are in any way attributable to the Supplier's failure to meet such dates or times.*
- 6.2 *The provisions of the Framework Supplier Terms shall apply to any substituted or remedial services provided by the Supplier.*
- 6.3 *The rights of 383 Project under the Framework Supplier Terms are in addition to its rights and remedies implied by statute and common law.*
- 7. *Charges*
- 7.1 *In consideration for the provision of the Project Work, 383 Project shall pay the Supplier the fees due in respect of that particular Project in accordance with this paragraph 7. All fees and charges due under these Framework Supplier Terms shall be paid in pounds sterling, unless otherwise specified in the Project Quote.*

#### Invoice Payment Terms

- 7.2 *383 Project shall pay the charges invoiced pursuant to the Project, to the Supplier within [45] days of receipt of an invoice, or such other period as referred to in the respective Project Quote. Each invoice shall include all reasonable supporting information reasonably required by 383 Project to verify the accuracy of the invoice.*
- 7.3 *All amounts payable by 383 Project are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Project by the Supplier to 383 Project, 383 Project 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 Project Work at the same time as payment is due for the supply of the Project Work.*

#### Right to Dispute Invoices

- 7.4 *Without prejudice to any other rights or remedies of 383 Project, 383 Project shall be entitled to withhold payment of all or part of an invoice in the event that 383 Project has a bona fide dispute concerning such invoice.*
- 7.5 *The Supplier may charge interest accruing daily from the due date of payment to the date of actual payment only on any undisputed amounts under this Agreement at the rate of 1 per cent per annum above the base rate of Barclays Bank plc for the time being in force.*

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## Records and Set-Off

- 7.6 The Supplier shall maintain complete and accurate records of the Project Work provided under the Project (and the time spent and materials used by the Supplier in providing such Project Work), sufficient to enable 383 Project to verify the accuracy of any invoices submitted pursuant to such Project. The Supplier shall allow 383 Project or its representatives to inspect and take copies of such records at all reasonable times on request.
- 7.7 383 Project may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Supplier under these Framework Supplier Terms against any amounts payable by it to the Supplier under these Framework Supplier Terms.
8. Intellectual Property Rights

## Background IPR Ownership

- 8.1 Each of 383 Project and the Supplier and/or its Affiliates shall retain their respective rights in their Background IPR.

## Grant of Licence in Supplier's Background IPR

- 8.2 The Supplier shall grant, and hereby grants, 383 Project and its Affiliates, a non-exclusive, irrevocable, royalty-free, perpetual, transferrable, worldwide licence to use or otherwise freely exploit the Supplier's Background IPR and to grant sub-licences to any third parties, to the extent that the Supplier's Background IPR is required for the use of any of the Output, and/or to permit 383 Project to use and modify the Output as it sees fit for its business purposes in order to make use of any Foreground IPR created in relation to the Framework Supplier Terms.

## Assignment of ownership of Foreground IPR to 383 Project

- 8.3 In the event that Foreground IPR (including without limitation in respect of any Output, inventions, designs, discoveries, improvements, concepts, techniques, processes and know-how, whether or not patentable) arises or is created during the term of the Framework Supplier Terms or as a result thereof whether by 383 Project or the Supplier individually or jointly by 383 Project and the Supplier, it is hereby acknowledged and agreed that all such Foreground IPR, the right to file applications for the protection thereof (including without limitation applications for patent, utility model, design patent, registered design and copyright) in any country, and all Intellectual Property Rights and other rights arising therefrom, shall be the sole and absolute property, in equity and law, of 383 Project. The Supplier hereby assigns, by way of future assignment, all such Foreground IPR created by it or the Supplier Personnel, to 383 Project. Furthermore, the Supplier agrees (at the Supplier's cost) to promptly undertake all acts necessary to ensure that ownership of such Foreground IPR immediately vests in 383 Project with full title guarantee after the creation of such Foreground IPR.

## Grant of Licence in 383 Project's Background and Foreground IPR

- 8.4 383 Project shall grant, and hereby grants, the Supplier for the period of the respective Project: a non-exclusive, non-transferable, royalty-free, licence to use 383 Project's Background IPR and Foreground IPR, to the extent necessary for the sole purpose of performing the Project Work. Any licence so granted shall not include the right to sell products or services incorporating 383 Project's Background IPR and/or Foreground IPR to any third parties, nor to sub-license the Background IPR and/or Foreground IPR to any third parties, except with the express prior written consent of 383 Project.
- 8.5 The Supplier shall promptly notify 383 Project of the creation of any and all Foreground IPR promptly following its coming into existence and shall provide full details of the same to 383 Project. Such details shall include all information including know-how necessary to adequately protect the Foreground IPR.
- 8.6 In relation to Intellectual Property Rights, the Supplier warrants that:
- 8.6.1 383 Project does not require any Intellectual Property Rights (other than its Background IPR) in order to use and exploit the Output;
- 8.6.2 there are no Intellectual Property Rights which would be infringed or misused by the performance of the Project Work or the use or exploitation of the Output by 383 Project;



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- 8.6.3 *it is able to conduct the Project Work for use by 383 Project without breaching any obligations it may owe to any third party now or, as far as it is at present aware, in the future and hereby undertakes to carry out the Project Work without breaching any such obligations and further undertakes not to assume any obligations to any third party which would be inconsistent with such undertaking; and*
- 8.6.4 *it will ensure that the Supplier Personnel will not exercise any moral rights in respect of any Intellectual Property Rights which are within the scope of the Framework Supplier Terms.*
- 8.7 *For the avoidance of doubt, it is hereby acknowledged and agreed that the Charges include any and all costs as may be incurred by the Supplier in procuring the right to allow the use and exploitation of the Intellectual Property Rights of any third party in the performance of the Services or the use or exploitation of the Output by 383 Project.*
- 8.8 *Nothing in the Project shall be construed as conferring upon one Party a right to use any trade mark or trade name of the other, whether now existing or created subsequently to the Effective Date, unless written permission is given by the other Party.*
9. *Infringement Of Intellectual Property*
- 9.1 *The Supplier shall defend, indemnify, keep indemnified and hold harmless 383 Project, its Affiliates, their respective contractors, officers, directors and employees, in full against all losses, liability, damages, costs and all expenses, including reasonable legal fees, arising out of or in connection with any claims, demands, actions or legal proceedings from a third party, alleging infringement of any Intellectual Property Rights in connection with the Project Work or Output. 383 Project also agrees to:*
- 9.1.1 *promptly notify the Supplier in writing of any such claim or alleged claim of which it has notice and shall not make any admissions without the prior written consent of the Supplier (such consent not to be unreasonably withheld);*
- 9.1.2 *at the expense of the Supplier, allow the Supplier to conduct and settle all negotiations and litigation resulting from any such claim; and*
- 9.1.3 *at the Supplier's cost, act in accordance with the reasonable instructions of the Supplier and at the request of the Supplier afford all reasonable assistance with all negotiations and litigation.*
- 9.2 *Without prejudice to the Supplier's obligations under the Project, in the event that the Supplier is involved in a claim or alleged claim of which it has notice with a third party in connection with Intellectual Property Rights relating to the Project Work, the Supplier shall promptly notify 383 Project in writing, providing full details of the claim or alleged claim.*
10. *Confidentiality, Data Protection & Access to Information*
- 10.1 *Subject to Clause 10.2, all Confidential Information disclosed to, or obtained by one Party (the "Recipient") from the other Party (the "Discloser") as a result of the Framework Supplier Terms shall be kept confidential by the Recipient and the Recipient shall neither use nor disclose the Confidential Information obtained as a result of these Framework Supplier Terms for any purpose other than performing its obligations pursuant to the Framework Supplier Terms. Where such Confidential Information is disclosed by the Recipient to its employees, agents or contractors, it shall ensure that such disclosure shall be subject to confidentiality obligations equivalent to those set out in these Framework Supplier Terms. The Recipient shall procure that all such employees, contractors and agents comply with such obligations.*
- 10.2 *The obligations of confidentiality in Clause 10.1 shall not prevent any disclosure of Confidential Information which the Recipient can show:*
- 10.2.1 *is necessary for the proper performance of its obligations under these Framework Supplier Terms;*
- 10.2.2 *has been carried out with the prior written consent of the Discloser;*
- 10.2.3 *is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Framework Supplier Terms; or*
- 10.2.4 *was in its records prior to the Effective Date (other than from the Discloser); or*
- 10.2.5 *was independently disclosed to it by a third party entitled to disclose the same without any duty of confidentiality; or*
- 10.2.6 *is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.*

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- 10.3 In this Clause 10, the expressions “personal data”, “data controller”, “data processor” and “process” have the meanings respectively set out in the DPA.
- 10.4 In relation to all personal data provided by 383 Project or by any Affiliates (including any personal data relating to a customer of 383 Project), as defined in the Companies Act 2006, or otherwise obtained by the Supplier in connection with these Framework Supplier Terms:
- 10.4.1 the Supplier acknowledges that 383 Project is the data controller, and that the Supplier is only acting on 383 Project’s behalf as a data processor;
- 10.4.2 the Supplier shall process such data only in accordance with the instructions of 383 Project and in compliance with the DPA;
- 10.4.3 the Supplier shall operate appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data; and
- 10.4.4 the Supplier shall not, without the prior written consent of 383 Project, transfer such data to a country or territory outside the European Economic Area.
- 10.5 Each party agrees that:
- 10.5.1 in the performance of its respective obligations under these Framework Supplier Terms, it shall comply with the provisions of the DPA;
- 10.5.2 it shall, where applicable, obtain and maintain all appropriate registrations and consents under the DPA in order to allow that party to perform its obligations under this Agreement.
- 10.6 The Supplier shall fully indemnify 383 Project against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any loss, damage or distress suffered by any person as a result of the loss, destruction or unauthorised disclosure of, or unauthorised access to, personal data by it or its employees, agents or subcontractors or as a result of any failure to comply with the provisions of this Clause 10. The indemnity contained in this Clause 10.6 shall remain in full force and effect notwithstanding any termination of this Agreement.
11. Limitation of Liability

## General Principle on Exclusions & Limitations

- 11.1 Notwithstanding any provision to the contrary, nothing in the Framework Supplier Terms shall limit or exclude either Party’s liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.

## Liability Caps

- 11.2 Clause 11 does not operate to limit or exclude the Supplier’s liability for:
- 11.2.1 breach of Intellectual Property Rights (including without limitation the indemnity in Clause 9.1); or
- 11.2.2 breach of confidentiality obligations; or
- 11.2.3 breach of any of the Supplier’s obligations referred to within Clauses 10.3 to 10.5 (inclusive) (including without limitation the indemnity in Clause 10.6 (Data Protection)); or
- 11.2.4 any losses incurred by a customer of 383 Project arising as a result of a breach of these Framework Supplier Terms.
- 11.3 Subject to Clause 11.1 and 11.2, 383 Project shall not be liable in any circumstances to the Supplier for consequential or indirect losses; whether arising under contract, statute, tort (including without limitation, negligence), or otherwise.



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- 11.4 *Nothing in these Framework Supplier Terms shall operate to prevent the ability of 383 Project to recover those amounts paid to the Supplier by 383 Project where performance of the associated obligations in respect of those charges has not been undertaken by the Supplier.*
- 11.5 *Subject to Clauses 11.1, 11.2 and 11.3 the aggregate liability of 383 Project for all claims arising under or in connection with a Project (whether arising under contract, statute, tort (including without limitation, negligence), or otherwise) shall not exceed the total payments made by 383 Project under the applicable Project in respect of which the liability arises. The Parties agree that no claim shall be brought under these Framework Supplier Terms in addition to or separate from a claim arising under a Project. In the event that any such additional or separate claim is held to be valid, 383 Project's total liability for all such claims shall be limited to £10,000.*
- 11.6 *Subject to Clauses 11.1, 11.2 and 11.4, the aggregate liability of the Supplier for all claims arising under or in connection with a Project (whether arising under contract, statute, tort (including without limitation, negligence), or otherwise) shall not exceed two times the total payments made by 383 Project under the Project in respect of which the liability arises.*
- 11.7 *The Supplier shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.*
12. *Termination*
- 12.1 *Either Party may terminate the Project immediately upon notice in writing to the other Party (the "Defaulting Party") in the event that the Defaulting Party commits a material breach of the Project. However, where such breach is capable of being remedied, then such termination may only be exercised if the Defaulting Party fails to remedy such breach within 30 days of receipt of written notice from the non-Defaulting Party, with such notice: (1) identifying the breach in question; (2) requesting it to be remedied; and (3) specifying that the non-Defaulting Party will terminate the Project if the breach is not remedied within the respective time period.*
- 12.2 *Either Party may terminate the Framework Supplier Terms immediately upon notice in writing to the other Party (the "Insolvent Party") in the event that the Insolvent Party shall present a petition or have a bona fide petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts.*
- 12.3 *Without affecting any of its rights or remedies, 383 Project may terminate the Framework Supplier Terms and or any Project:*
- 12.3.1 *on giving not less than one (1) months' written notice to the Supplier (or such other period referred to in the Project Quote); and*
- 12.3.2 *in the circumstances set out in Clause 20.*
13. *Consequences of Termination*
- 13.1 *The termination of the Project shall be without prejudice to the rights and remedies of either Party which have accrued up to the date of termination.*
- 13.2 *Upon termination of the Project, the provisions of the Project which are expressed or intended to survive termination shall continue in full force and effect.*
- 13.3 *Upon termination of these Framework Supplier Terms, the Supplier shall immediately return to 383 Project all of its property (including without limitation Confidential Information) in its possession at the date of termination.*
14. *Assignment and Sub-contracting*
- 14.1 *The Supplier shall not assign, delegate, sub-contract, transfer or otherwise dispose of any of its rights or responsibilities under the Project without the prior written consent of 383 Project (such consent not unreasonably to be withheld or delayed).*
- 14.2 *383 Project may subcontract any of its obligations under the Framework Supplier Terms and these Framework Supplier Terms.*
- 14.3 *383 Project may assign the Framework Supplier Terms or any Projects in whole or in part.*
15. *Contracts (Rights of Third Parties) Act 1999*
- 15.1 *The Parties to the Project do not intend any third party to have any benefit under the Project. The Parties therefore agree that no third party shall have the right to enforce any term of the Project.*
16. *Relationship*



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- 16.1 *Nothing in the Project shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties to the Project.*
17. *Variations*
- 17.1 *No variation of the Project shall be effective unless it is in writing and is signed by an authorised representative of each Party.*
18. *Severability*
- 18.1 *If at any time any part of the Project or a provision of the Project becomes void or unenforceable under any applicable law it shall be deemed to be deleted (to the minimum extent necessary) from the Project and the remaining provisions of the Project shall continue unaffected.*
19. *No Waiver*
- 19.1 *No provision of the Project shall be waived unless agreed to be waived by both Parties in writing (except where there is a prescribed time limit in which to exercise a right or remedy, in which case the elapsing of the time limit will constitute a waiver of the respective right or remedy). If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by both Parties in writing.*
20. *Force Majeure*
- 20.1 *If either Party (the "Affected Party") is prevented from complying with its obligations due to Force Majeure, it shall not be in breach of the Project or otherwise liable to the other Party (the "Unaffected Party") by reason of such delay in performance or non-performance of any such obligations (other than payment of the charges in relation to the Project) due to such events.*
- 20.2 *If such Force Majeure persists for a continued period of 14 days then the Unaffected Party shall be entitled whilst the Force Majeure persists, to terminate the Project for convenience immediately upon notice to the Affected Party.*
21. *Entire Agreement*
- 21.1 *The Project contains the entire agreement between the Parties with respect to the subject matter of the Project (the "Subject Matter") and supersedes and replaces all other written and oral communications between the Parties relating to the Subject Matter. Except for the express provisions in the Project (and any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations (whether made innocently or negligently), statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law. Each Party excludes its liability for any representations (whether made innocently or negligently) not contained expressly within the Project. The Parties hereby confirm that they have not relied upon any representations (whether made innocently or negligently), communications or other matters which have not been expressly stated in the Project, whether as an inducement to enter into the Project or otherwise. Each Party agrees that its only liability in respect of those representations (whether made innocently or negligently), warranties and provisions that are set out in the Project shall be for breach of contract. This Clause 21.1 operates subject to Clause 21.2.*
- 21.2 *Notwithstanding any provision to the contrary, nothing in the Framework Supplier Terms limits or excludes either Party's liability for fraudulent misrepresentations.*
22. *Notices*
- 22.1 *The Supplier accepts that it is its responsibility for checking that any communications or notices sent by it pursuant to the Project to 383 Project, are actually received by 383 Project within any requisite time period stated in the Project. The Supplier accepts that if it has failed to verify and obtain confirmation of receipt of any such communication or notice by 383 Project, and if 383 Project has not received the respective communication or notice within any required time period, then that communication or notice will be deemed not to have been provided by the Supplier to 383 Project within such time period, and any applicable time period for providing such communication or notice by the Supplier will therefore have elapsed.*



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22.2 *Subject to Clause 22.1, the Parties agree that notices or communications which have to be in writing, can be provided by email.*

23. *Law and Jurisdiction*

23.1 *The Project and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts to which the Parties irrevocably submit.*

*The Parties agree to the Framework Supplier Terms, and each Party has signified its acceptance of this by signing below.*

*For the Supplier:*

*Supplier's name:*

*Supplier's registered number:*

*Supplier's address:*

Copy Professional Indemnity insurance certificate provided: YES  No

*Authorised Signatory:*