

## LIVERPOOL AIRPORT AIRSPACE TRANSITION PROJECT (LATP 001/17)

### Airport Terms & Conditions

The latest version of the airport's standard terms and conditions can be found on the following link: <https://www.liverpoolairport.com/terms-and-conditions/> the example below was correct up to 3<sup>rd</sup> October 2016, always use the online version for reference.

#### 1. DEFINITIONS and interpretation

- 1.1 In these terms the following words and expressions shall have the following meanings unless the context requires otherwise:
- 1.1.1 "Agreement" means these Terms and Conditions together with the Order Form and any other terms expressly agreed between the Parties in writing;
  - 1.1.2 "Commencement Date" means the date set out in the Order Form or as otherwise agreed in writing between the Parties;
  - 1.1.3 "Good Industry Practice" means the exercise of the highest degree of skill, care and diligence which would reasonably be expected from a person highly skilled and experienced in the provision of goods and/or services similar to those set out in this Agreement;
  - 1.1.4 "Goods" means the goods described in the Order Form or as otherwise agreed between the Parties in writing;
  - 1.1.5 "Group" means, in relation to a company, that company and any of that company's subsidiaries and holding companies, and any subsidiaries of any of its holding companies each of "holding company" and "subsidiary" having the meaning given to those terms by Section 1159 of the Companies Act 2006 and any company controlling, controlled by or in common control with the Company;
  - 1.1.6 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get up, rights in good will or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know how and trade secrets) and any other intellectual property rights in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
  - 1.1.7 "LJLA" means Liverpool Airport Limited, trading as Liverpool John Lennon Airport, (registered in England and Wales with number 2116704);
  - 1.1.8 "LJLA's Business Hours" means Monday to Friday between 0900hrs and 1700hrs excluding public holidays;
  - 1.1.9 "Order" means an order for Goods and/or Services made by LJLA using the Order Form (or otherwise as agreed between the Parties) and to be fulfilled by the Supplier in accordance with this Agreement;
  - 1.1.10 "Order Form" means the standard LJLA order form through which LJLA requested the provision of the Goods and/or Services by the Supplier;
  - 1.1.11 "Parties" means the Supplier and LJLA;
  - 1.1.12 "Price" means the price payable by LJLA for the Goods and/or Services as specified in the Order Form or as otherwise agreed between the Parties in writing;
  - 1.1.13 "Services" means the services described in the Order Form or as otherwise agreed between the Parties in writing;
  - 1.1.14 "Software" means any and all computer programs and computer software (of whatever type and in whatever form or media) installed on or supplied with the Goods at the time of its delivery and either necessary for its operation in the manner contemplated by LJLA or otherwise referred to in the Order;
  - 1.1.15 "Specification" means the description of the Goods and/or Services as set out in the Order Form or as otherwise agreed between the Parties in writing;
  - 1.1.16 "Supplier" means the supplier of the Goods and/or Services as may be named in the Order Form;
  - 1.1.17 "Term" means the term specified for the provision of Services or the date of delivery of Goods together with any renewal period agreed between the Parties;
  - 1.1.18 "Termination Date" means the date of termination of this Agreement for whatever reason;
  - 1.1.19 "Terms and Conditions" means the clauses set out herein; and
  - 1.1.20 "Use" means in relation to the Software, includes the right to use the Software on and/or in conjunction with the Goods and any back-up or standby Goods, to take such copies as are necessary for its operation in the manner contemplated by LJLA or otherwise referred to in the Order, LJLA will have the right to sub-license the Use of the Software to its end customer where the Goods are purchased for resale.
- 1.2 Any reference in these Terms and Conditions to a statute or a provision of a statute will be construed as a reference to that statute or provision as amended re-enacted or extended and includes any relevant subordinate legislation in force at the relevant time.
- 1.3 In the event of any inconsistency or conflict between the clauses of this Agreement, the inconsistency or conflict shall be resolved in the following order of precedence:
- 1.3.1 the Order Form;
  - 1.3.2 these Terms and Conditions; and
  - 1.3.3 any other documents referred to within this Agreement.
- 1.4 In this Agreement where the context so admits:
- 1.4.1 "person" includes any entity having legal capacity;
  - 1.4.2 words importing gender will include any gender;
  - 1.4.3 words importing the singular includes the plural and vice versa; and
  - 1.4.4 use of the words "include", "including" or similar shall not be deemed to limit the meaning of the word or words to which it relates.

## 2. BASIS OF PURCHASE

- 2.1 This Agreement sets out the only terms upon which LJLA is prepared to contract with the Supplier and they govern the relationship to the entire exclusion of all other terms and conditions including but not limited to any terms and conditions contained in the Suppliers' packing/delivery note, order acceptance and/or invoice.
- 2.2 No variation or addition to the Agreement will be effective unless agreed in writing between the duly authorised representatives of the Parties.
- 2.3 The Order Form does not amount to an offer by LJLA and the return, or acknowledgement, of the Order Form by the Supplier is deemed to be an offer to LJLA by the Supplier of the Goods and/or Services to which it relates. The Parties acknowledge that no contract is formed between them until the earlier of:
- 2.3.1 LJLA expressly stating its acceptance of the terms of the Agreement to the Supplier in writing; or
- 2.3.2 Goods are delivered and/or Services commence, and in each case clauses 2.1 and 2.2 shall apply.

## 3. Term of appointment

- 3.1 This Agreement shall come into force on the Commencement Date and shall continue in force for the duration of the Term or until earlier termination of this Agreement in accordance with clause 13 or otherwise in accordance with the law.
- 3.2 The Supplier hereby grants to LJLA a unilateral option to extend the Term of this Agreement by an additional period equal to the length of the original Term by providing the Supplier with written notice of its intention to do so prior to the expiry of the Term and such extension shall continue on the same terms as this Agreement.

## 4. Supplier obligations

- 4.1 The Supplier shall procure, package and deliver the Goods and/or supply the Services in accordance with this Agreement, Good Industry Practice and all applicable laws and regulations and shall obtain all necessary licenses and consents in order to allow LJLA to benefit from the Goods and/or Services for the manner contemplated by LJLA or as otherwise referred to in the Order Form or otherwise made known to the Supplier.
- 4.2 The Supplier shall notify LJLA as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services.
- 4.3 The Supplier shall and shall ensure that all personnel involved in delivery of the Goods and performance of the Services:
- 4.3.1 carry out their role in an orderly manner (having regard to the nature of the duties being performed by them);
- 4.3.2 are polite, presentable of good personal hygiene and respectful to its employees and other suppliers, customers and members of the public;
- 4.3.3 comply with any policies of LJLA as notified by LJLA to the Supplier from time to time;
- 4.3.4 are appropriately trained, qualified and experienced personnel in accordance with Good Industry Practice; and
- 4.3.5 carry out their duties in such a way as to cause no unreasonable or unnecessary disruption to the business of LJLA.
- 4.4 The Supplier shall procure the exclusive availability of the Supplier's team to provide the Services on such days and at such times as LJLA may require.
- 4.5 The Supplier shall prepare such reports and provide such information in relation to the Goods and/or Services as LJLA may reasonably require.
- 4.6 The Supplier shall co-operate with LJLA at all times when carrying out its responsibilities under the Contract.
- 4.7 The Supplier shall, subject to the prior written approval of LJLA, appoint or, at the written request of LJLA, replace without delay a Supplier manager, who will have authority under the Contract contractually to bind the Supplier on all matters relating to the Services and provide and manage key personnel for the performance of the Services.

## 5. GOODS AND SERVICES

- 5.1 The quantity, quality and description of the Goods and/or Services will, subject to this Agreement, be fit for purpose and as specified in the Order Form.

### Delivery

- 5.2 The Supplier shall mark the Goods in accordance with the instructions of LJLA and shall ensure that the Goods are packed and secured properly to ensure they reach their destination undamaged.
- 5.3 The Goods will be delivered and/or the Services will be performed at the site and on the date or within the period stated in the Order Form in either case during LJLA's Business Hours, unless agreed otherwise between the Parties in writing.
- 5.4 The Goods will be delivered and/or the Services will be performed in accordance with any delivery/performance instructions as notified by LJLA to the Supplier.
- 5.5 Where the date of delivery of the Goods and/or time of provision of the Services is specified after the placing of the Order, the Supplier will give LJLA reasonable notice of the specified date.
- 5.6 The parties agree that time of delivery of Goods and provision of Services is of the essence.
- 5.7 A packing note quoting the Order number must accompany each delivery or consignment of Goods and must be displayed prominently and the Supplier shall, in delivering the Goods and in arriving to provide the Services, comply with the reasonable instructions of LJLA and not act in a manner which may arouse suspicion.
- 5.8 The Supplier shall not deliver Orders by instalments without LJLA's prior written consent and where such Goods and/or Services are to be provided by instalments the Agreement will be treated as a single contract and not severable.
- 5.9 The Supplier will on delivery provide LJLA with any instructions or other information required to enable LJLA to accept delivery and make full and proper use of the Goods and/or the Services.
- 5.10 The signature of any officer or employee of LJLA given on any delivery note or similar documentation will be evidence only of the number of packages received. It is not evidence that the correct quantity has been delivered or that the Goods delivered are in good condition or that LJLA accepts any changes to the terms to the Agreement that may be included on the delivery note.

### Inspection

- 5.11 The Supplier shall allow LJLA to inspect and test the Goods during manufacture, processing and/or storage prior to dispatch, and provide LJLA with the facilities and such reasonable assistance as may be necessary to do so. Without prejudice to any other rights or remedies of LJLA, if within fourteen (14) days of inspection or testing, LJLA informs the

Supplier that the Goods do not comply in all respects with the Contract, then the Supplier will take such steps as LJLA reasonably requires to ensure compliance.

- 5.12 LJLA will be entitled to reject any Goods not provided in accordance with this Agreement. LJLA will not be deemed to have accepted any Goods until it has had an opportunity to inspect them following delivery or, in respect of latent defects, within a reasonable time after any such latent defect in the Goods has become apparent. On rejecting any Goods, LJLA will give will give the Supplier notice of rejection and will return the Goods at the Supplier's risk and expense.

#### **Title and risk**

- 5.13 Risk of damage to or loss of the Goods will pass to LJLA upon physical delivery in accordance with the Agreement. Ownership of the Goods will pass with full title guarantee to LJLA upon delivery unless payment for the Goods is made prior to delivery, when it will pass to LJLA once payment has been made.

#### **Remedies for late, deficient or non-performance**

- 5.14 In the event that LJLA accepts late delivery of any Goods or the late performance of any Services, the Price for the relevant Goods or Services shall be reduced by 2% for each week that delivery or performance has been delayed, subject to a maximum reduction of 10%.
- 5.15 The Parties agree that if in respect of an Order for, or including, Goods, the Supplier delivers more or less than the quantity ordered, LJLA shall be entitled to reject the Order in whole or in part.
- 5.16 The Supplier shall meet any performance/delivery dates in respect of the Goods and/or Services specified in the Order Form and the Supplier shall allocate sufficient resources to the delivery of the Goods and/or Services to enable it to comply with this obligation. If the Supplier fails to do so:
- 5.16.1 without prejudice to any other rights it may have, LJLA may:
- 5.16.1.1 terminate the Contract in whole or in part without incurring liability to the Supplier;
- 5.16.1.2 refuse to accept any subsequent purported performance of the Services and/or delivery of the Goods by the Supplier;
- 5.16.1.3 purchase substitute Goods and/or Services elsewhere; and or
- 5.16.1.4 hold the Supplier accountable for any loss and additional costs incurred by LJLA as a result of the failure to perform and/or deliver in a timely manner;
- 5.16.2 the Supplier will refund to LJLA all sums previously paid by LJLA to the Supplier under this Agreement.
- 5.17 Without prejudice to any other remedy in law or under this Agreement if any Goods and/or Services are not supplied in accordance with the Agreement, then LJLA may:
- 5.17.1 require the Supplier to supply replacement Goods or to re-supply the Services within 7 days; or
- 5.17.2 treat the Agreement as repudiated by the Supplier's breach; and
- 5.17.3 claim damages; and
- 5.17.4 require the repayment of any part of the Price previously paid; and
- 5.17.5 require the Supplier to pay to LJLA any costs, losses, damages or expenses suffered by LJLA as a consequence of such failure.

#### **Spare parts**

- 5.18 The Supplier shall ensure that spare parts and identical replacements for the Goods will be available to LJLA at fair and reasonable prices for a period of 7 years from the date of the Order and that prior to such Goods or spare parts being made obsolete the Supplier will give at least twelve months written notice to LJLA

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 Subject to clause 7, the Supplier grants to LJLA an irrevocable, perpetual, royalty free licence to use, transfer and otherwise exploit all pre-existing Intellectual Property Rights (meaning such Intellectual Property Rights in existence prior to the Commencement Date and/or created after the Commencement Date but which are not bespoke Intellectual Property Rights for the purposes of clause 6.2) of the Supplier and any third parties which LJLA may require in order to benefit from the Goods and Services.
- 6.2 The Supplier assigns (including by way of an assignment of future Intellectual Property Rights) to LJLA, with full title guarantee and free from any third party rights (including the right to take action for any past, present and future damages and other remedies in respect of any infringement), all bespoke Intellectual Property Rights (meaning Intellectual Property Rights developed in accordance with or as a result of this Agreement by the Supplier (or a third party) for LJLA) created in accordance with an LJLA Specification. The Supplier shall ensure that its employees, contractors consultants and sub-contractors waive all moral rights they might have in such bespoke Intellectual Property Rights. The Supplier shall execute, and shall procure that any sub-contractors execute, such documents and do such things as LJLA may consider reasonably necessary to give effect to this clause.
- 6.3 The Supplier shall on demand fully indemnify and hold harmless LJLA from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Customer as a result of, or in connection with any claim or action that the possession, use, development, modification or maintenance of the Intellectual Property Rights (or any part thereof) infringes the intellectual property rights of a third party.
- 6.4 Neither the Supplier's name nor their trademark is to appear on Goods which are made to LJLA's Specification without LJLA's prior permission.
- 6.5 All Intellectual Property Rights in any LJLA Specification are the exclusive property of LJLA. The Supplier will not disclose to any third party or use such LJLA Specification except to the extent necessary to perform its obligations under the Contract or to comply with the law.

## **7. SOFTWARE LICENCE**

- 7.1 With respect to any Software or any works produced by the Services, the Supplier grants LJLA an irrevocable, perpetual, royalty free licence to Use such Software with the relevant Goods or works and, in the event of LJLA reselling the Goods or works, the Supplier authorises LJLA to grant an equivalent licence to Use the Software to any person purchasing the Goods and/or works from LJLA.

**8. PRICE**

- 8.1 The Price will, unless otherwise stated, be in pounds sterling and shall be:
- 8.1.1 exclusive of VAT; and
- 8.1.2 inclusive of all charges for packing, packaging, shipping, carriage, insurance and delivery of the Goods and subject to 8.1.1, any duties, imports or levies.

**9. TERMS OF PAYMENT**

- 9.1 The Supplier may invoice LJLA on or after delivery of the Goods or performance of the Services in full or where specified in the Order Form in accordance with the Order Form or as otherwise agreed in writing between the Parties. Invoices will quote the Order number and will state the amount due in pounds sterling and state the date on which such payment is due, calculated in accordance with clause 9.2.
- 9.2 LJLA will pay correct invoices no later than sixty days net month end of receipt of the invoice, provided that the Goods and/or Services that have been invoiced have been provided in accordance with the Agreement.
- 9.3 LJLA may set off against and deduct from the Price any sums owed to LJLA by the Supplier.
- 9.4 Interest on any outstanding payments shall be charged daily at a rate equal to the base rate of National Westminster Bank Plc from time to time.

**10. WARRANTIES**

- 10.1 The Supplier warrants to LJLA that the Goods will:
- 10.1.1 be of satisfactory quality (within the meaning of the Sale and Supply of Goods Act 1994) and fit for any purpose held out by the Supplier or made known to the Supplier when the Order is placed;
- 10.1.2 be free from defects in design, materials and workmanship and will remain so for a period of not less than the period set out in the Order Form and where no such period is set out then [18 months] after delivery;
- 10.1.3 correspond with the Specification, each sample and each description in the Order Form; and
- 10.1.4 comply with all applicable laws and all applicable harmonised European standards or if such standards do not exist with the latest applicable specification of the International Standards organisation or the British Standards Institution.
- 10.2 The Supplier warrants to LJLA that the Services will be supplied in accordance with Good Industry Practice and will comply with all applicable legislation and regulations and Specifications.
- 10.3 The Supplier warrants and represents that there are no actual or potential undertakings, business activities or interests of the Supplier which could give rise to a direct or indirect conflict of interest with the interests of LJLA.
- 10.4 The Supplier shall have no authority and shall not hold itself out as having authority to bind LJLA or incur expenditure on behalf of LJLA unless specifically authorised to do so by LJLA in writing.

**11. TUPE**

- 11.1 For the purposes of this clause 11 the following words and phrases shall have the following meanings:
- 11.1.1 "Employee Liability" means all claims, actions, proceedings, orders, demands, complaints, investigations and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation; and (h) any such liabilities incurred as a result of LJLA terminating or amending a Returning Employee's terms of employment following termination or expiry of this Agreement;
- 11.1.2 "Employment Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014; and
- 11.1.3 "Returning Employees" means the Supplier's Employees who transfer to LJLA or a replacement provider as a consequence of termination or expiry of this Agreement.
- 11.2 In the event that the Employment Regulations apply on termination or expiry of this Agreement:
- 11.2.1 the Supplier shall on demand indemnify LJLA (and any replacement service provider) and keep LJLA (and any replacement service provider) indemnified from and against all all Employee Liabilities and claims, costs, expenses or liabilities, including without limitation all legal expenses and other professional fees (together with VAT thereon) whatsoever and howsoever arising incurred or suffered by LJLA as a result directly or indirectly of any claim relating to any Returning Employee in respect of or in any way relating to any period prior to the expiry or termination of this Agreement;
- 11.2.2 the Supplier shall comply with their respective obligations under Regulation 13 of the Employment Regulations;
- 11.2.3 the Supplier shall respond to all reasonable requests for the provision of information in respect of any of the Returning Employees in accordance with Regulation 11 of the Employment Regulations; and
- 11.2.4 all salaries and emoluments including without limitation, tax and national insurance payments and contributions and contributions to retirement benefit schemes but excluding accrued untaken holiday shall be borne by the Supplier up to the date of termination or expiry of this Agreement.

**12. Liability**

- 12.1 Nothing in this Agreement shall limit either parties' liability for:
- 12.1.1 fraud;
- 12.1.2 death or personal injury resulting from its own negligence or that of its employees, sub-contractors or agents; or
- 12.1.3 liability under clauses 6.3, 12.5 and/or 17.7.

- 12.2 Subject to clause 12.1, LJLA will not in any circumstances be liable to the Supplier in contract, tort (including negligence) or otherwise for any loss of business; loss of data; loss of profits; loss of goodwill; loss of anticipated savings even when advised of the possibility; loss of revenue or any indirect or consequential losses, liabilities or costs.
- 12.3 Both Parties accept liability in respect of damage to the others tangible property resulting from its or its employees' negligence up to an aggregate of £2,000,000 (two million pounds).
- 12.4 Subject to clauses 12.1, 12.2 and 12.3 LJLA's maximum aggregate liability in contract, tort, negligence or otherwise arising out of, or in connection with, this Agreement will in respect of any and all acts, omissions, defaults or events be limited in aggregate to the greater of:
- 12.4.1 £50,000; or
- 12.4.2 the Price paid by LJLA under the Order.
- 12.5 The Supplier indemnifies LJLA on demand and will keep LJLA fully and effectively indemnified from and against all claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses awarded against or incurred or paid by LJLA as a result of or in connection with:
- 12.5.1 a breach of any of the Agreement by the Supplier, its employees, agents or sub-contractors;
- 12.5.2 any liability under the Consumer Protection Act 1987 or any other legislation relating to health or safety or product liability, in respect of the Goods other than any liability that arises due to a negligent act or omission;
- 12.5.3 any regulatory fines imposed on LJLA as a result of, or relating to, any act or omission of the Supplier;
- 12.5.4 any third party claims brought against LJLA as a result of the Supplier's failure to deliver, or late delivery of, the Goods and/or Services; and/or
- 12.5.5 any third party claims brought against LJLA as a result of any defect in the Goods and/or Services provided by the Supplier.

### 13. TERMINATION

- 13.1 This Agreement shall terminate on expiry of the Term or otherwise in accordance with this clause 13.
- 13.2 The Parties may terminate the Agreement by giving notice to the other at any time:
- 13.2.1 if a Party becomes unable to, or is deemed unable to, pay its debts within the meaning of Section 123 Insolvency Act 1986, or becomes insolvent or a trustee, receiver, administrative receiver or similar is appointed in respect of all or any part of its assets or it becomes subject to an administration order or it convenes a meeting of its creditors or a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or the Party becomes bankrupt or a meeting is convened for the purpose of considering a resolution (or other steps are taken) for the winding up of that Party or the giving of a notice of appointment of or notice of intention to appoint an administrator or liquidator (otherwise than for the purpose of a bona fide solvent amalgamation or reconstruction); or
- 13.2.2 if the other party ceases, or threatens to cease, to carry on business; or
- 13.2.3 if there is a breach of the Agreement and, if such breach is capable of remedy, has failed to remedy the breach within 28 days of notification of the breach or if such breach is not capable of remedy.
- 13.3 LJLA may terminate this Agreement at any time on giving 30 days' prior written notice to the Supplier.

### 14. OBLIGATIONS on Termination

- 14.1 By the Termination Date, the Supplier shall ensure that:
- 14.1.1 it provides such assistance to LJLA as LJLA may require so as to enable an efficient transition of service delivery to a replacement provider;
- 14.1.2 it immediately delivers up to LJLA all records, documents, accounts, letters and papers of every description including all and any confidential information (whether originals or copies and whether on paper, digitally stored, or otherwise) within their possession or control relating to the business or offering of LJLA, and any other property belong to LJLA; and
- 14.1.3 on receipt by the Supplier of written notification by LJLA that LJLA requires continued use of any licence granted under this Agreement, the Supplier shall procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by LJLA) for LJLA (and/or a replacement supplier) to use such assets, or receive the benefit of such services, (with a right of sub-licence or assignment on the same terms).
- 14.2 On Termination or expiry of this Agreement, the following clauses shall continue in force:
- 14.2.1 Clause 6 (Intellectual Property Rights);
- 14.2.2 Clause 7 (Software Licences);
- 14.2.3 Clause 11 (TUPE);
- 14.2.4 Clause 12 (Liability);
- 14.2.5 Clause 15 (Confidentiality); and
- 14.2.6 Clause 17 (General).

### 15. CONFIDENTIALITY

- 15.1 Each Party undertakes that it shall not at any time during or after this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 15.2.
- 15.2 Each Party may disclose the other Party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this agreement or where a Party is required so to do to comply with, court order or with any governmental or regulatory authority.
- 15.3 No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

### 16. Entire Agreement

- 16.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Subject to clause 12.1:
- 16.2.1 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 this Agreement; and

16.2.2 each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**17. GENERAL**

- 17.1 The Supplier will shall not assign or otherwise transfer any of its rights or obligations under the Agreement. LJLA may assign or otherwise transfer the Agreement to any member of its Group. The Supplier will not sub-contract any of its obligations under the Agreement without the prior written consent of LJLA.
- 17.2 Any notice must be in writing and sent by first class post addressed to the company secretary at the relevant Party's registered office, and (in the event of a notice from the Supplier) a copy shall be sent to "Administration Offices, Liverpool John Lennon Airport, Liverpool L24 1YD" for the attention of the Legal Department. and shall be deemed to be delivered on the second working day after the date of delivery.
- 17.3 Waiver by either Party of any breach of the Agreement will not be deemed to be a waiver of any subsequent breach. A person who is not a party to the Agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 save that each company within LJLA's Group will have the benefit of and be entitled to enforce the Agreement as if it were LJLA and references to "LJLA" in the Agreement will be construed accordingly.
- 17.4 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question will not be affected. LJLA's rights and remedies under the Agreement are cumulative and are not exclusive of any other rights or remedies provided by law.
- 17.5 Termination of the Agreement shall not prejudice the rights and liabilities of either Party which accrued prior to such termination or arise as a result of termination. Any provisions of the Agreement that are expressed to or are implicitly to survive shall survive the ending of the Agreement for any reason.
- 17.6 Where the Supplier processes personal data on behalf of LJLA (as such term is defined in the Data Protection Act 1998), it shall only process such data in accordance with LJLA's instructions and shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 17.7 The Supplier shall on demand indemnify and hold harmless LJLA against any claim brought against it by any third party as a result of any act or omission of the Supplier which causes LJLA to be in breach of its obligations under the Data Protection Act 1998.
- 17.8 The Agreement is governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English Courts