

The Play Inspection Company Limited - Terms and Conditions

The Customer's attention is particularly drawn to the provisions of clauses 8 and 12.6.

1. INTERPRETATION

Definitions. In these Conditions, the following definitions apply: **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business. **Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5. **Commencement Date:** has the meaning set out in clause 2.2. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 11.8. **Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions. **Customer:** the person or firm who purchases Services from the Supplier. **Inspection Report:** the report or reports produced by the Supplier for the Customer following completion of the inspection(s) set out in the Order. **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. **Order:** the Customer's written acceptance of the Supplier's quotation. **Services:** the services, including the Inspection Report, supplied by the Supplier to the Customer as set out in the Specification. **Specification:** the description or specification of the Services provided in writing by the Supplier to the Customer and contained in the Supplier's quotation. **Supplier:** The Play Inspection Company Limited registered in England and Wales with company number 05216477. **Supplier Materials:** has the meaning set out in clause 4.1(g).

1.1 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes.

2. BASIS OF CONTRACT

- 2.1 The Order (which may be communicated by the Customer to the Supplier by email) constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**). Such written acceptance may be communicated by the Supplier to the Customer by e-mail.
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - (a) ensure that the terms of the Order and any information it provides in connection with the completion of the Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) make available the Customer's areas and items for inspection for the supply of the Services;
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - (g) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and carry out any dismantling works (eg to zip wires) prior to any inspection if requested to do so by the Supplier in any quotation.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

- 5.1 The Charges for the Services shall be as set out and contained in the Specification.
- 5.2 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 5.3 Unless expressly stated to the contrary in any quotation provided by the Supplier to the Customer (in which case such alternative payment terms shall prevail over this clause and clause 5.4 below) the Supplier shall invoice the Customer on completion of the Services.
- 5.4 The Customer shall pay each invoice submitted by the Supplier:

- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract (including any App Licence Fee) 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 Contract by the Supplier to the Customer, the Customer 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 Services at the same time as payment is due for the supply of the Services.
 - 5.6 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of five (5) per cent per annum above the then current Royal Bank of Scotland Plc's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
 - 5.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
 - 5.8 The Supplier may in its sole discretion withhold the release to the Customer (including via the Web System and/or App System) of any Inspection Report until such time as payment for the relevant Services has been received by the Supplier in full in cleared funds from the Customer.
 - 5.9 Without limiting or affecting the Supplier's rights pursuant to clause 12.4, the Customer's use and access to the App System is conditional at all times on the receipt by the Supplier of the annual App Licence Fee.
- 6. INTELLECTUAL PROPERTY RIGHTS**
- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
 - 6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
 - 6.3 All Supplier Materials are the exclusive property of the Supplier.
- 7. CONFIDENTIALITY**
- A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Contract.
- 8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE AND CLAUSE 12.6**
- 8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
 - 8.2 Subject to clause 8.1:
 - (a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
 - (b) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any losses (including loss of profit, or any indirect or consequential loss) arising as a direct or indirect result of the use of any third parties who are recommended by the Supplier to the Customer (e.g. to carry out specialist works such as the testing of impact absorbing properties of surfaces);
 - (c) the Customer acknowledges and agrees that the Inspection Report will be based on a physical inspection by the Supplier based on the RPI Inspection Methodology appended to these terms and conditions which may alter from time to time; at the time and/or date specified in such report only and that accordingly the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any matters which arise in connection with any damage and/or deterioration in the condition of any apparatus and/or equipment and/or any other areas inspected and reported on by the Supplier following such time and/or date;
 - (d) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the higher of:
 - (i) the total price charged to the Customer (excluding VAT) for the provision of the Services pursuant to the Contract; or
 - (ii) the amount which is accepted and paid in cleared funds to the Supplier by its insurers under or in connection with any claim or claims made by the Customer against the Supplier.
 - 8.3 In carrying out any inspection of a site and/or apparatus and/or equipment for a Customer the Supplier shall not carry out and/or be responsible for any matters which are not specifically included in the Specification.
 - 8.4 Subject to clause 8.1, the Customer shall not be entitled to rely on the contents of any Inspection Report and the Supplier shall not be liable to the Customer on any account whatsoever until payment has been received by the Supplier in full in cleared funds for the relevant Services. Further, until such time as payment has been received by the Supplier in full in cleared funds for the relevant Services from the Customer, the Customer shall not be entitled to use the Inspection Report nor disclose the contents of the Inspection Report to any third parties nor make any representations (whether implied or actual) that any equipment and/or apparatus operated or owned by the Customer has been inspected and/or certified by the Supplier.
 - 8.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
 - 8.6 The Customer is strongly advised to maintain a hard paper copy of each and every Inspection Report for a minimum period of 20 years from the date of each such report. The Supplier shall not be under any obligation nor shall it be liable under any circumstances for any failure to supply the Customer with any replacement or further copy of any Inspection Report.
 - 8.7 This clause 8 shall survive termination of the Contract.
- 9. TERMINATION**
- Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty-eight (28) days of that party being notified in writing of the breach;
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either

<p>case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;</p> <p>(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;</p> <p>(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;</p> <p>(e) the other party (being an individual) is the subject of a bankruptcy petition or order;</p> <p>(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;</p> <p>(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);</p> <p>(h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;</p> <p>(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;</p> <p>(j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(i) (inclusive);</p> <p>(k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or</p> <p>(l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.</p> <p>9.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.</p> <p>9.3 Without limiting its other rights or remedies, the Supplier shall have the right to terminate the Contract by giving the Customer written notice at any time prior to the carrying out of any physical site inspection(s) for the Customer.</p> <p>9.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.</p> <p>10. CONSEQUENCES OF TERMINATION On termination of the Contract for any reason:</p> <p>(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;</p> <p>(b) the Customer shall return all of the Supplier Materials and any Inspection Report which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;</p> <p>(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.</p> <p>11. GENERAL</p> <p>11.1 Force majeure:</p> <p>(a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, snow, ice or default of suppliers or subcontractors.</p> <p>(b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.</p> <p>(c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than two (2) weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.</p> <p>11.2 Assignment and subcontracting:</p> <p>(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.</p> <p>(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.</p> <p>11.3 Notices:</p> <p>(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.</p> <p>(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.</p> <p>(c) This clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause and subject to clauses 2.1 and 2.2 above, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.</p> <p>11.4 Waiver:</p> <p>(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.</p> <p>(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.</p> <p>11.5 Severance:</p> <p>(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.</p> <p>(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.</p>	<p>11.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.</p> <p>11.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.</p> <p>11.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.</p> <p>11.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.</p> <p>12. USE OF SUPPLIER'S WEB BASED INSPECTION SYSTEM The following provisions of this clause 12 shall govern the use by the Customer of the Supplier's web and App based inspection system.</p> <p>12.1 The Supplier shall (at its sole discretion) allow the Customer access to the Supplier's inspection system from time to time operated from the Supplier's website address: inspectonline.co.uk (the "Web System"). Subject to the payment by the Customer of an annual fee (the "App Licence Fee"), the Supplier shall allow the Customer access to the Supplier's Inspection App operated from the Supplier's URL address: www.inspectonline.co.uk (the "App System"). The Supplier may increase the App Licence Fee on an annual basis by giving to the Customer not less than thirty days' notice of such increase.</p> <p>12.2 If the Supplier allows the Customer access to the Web System and/or the App System it will provide the Customer with a unique log in code/password to enable the Customer to access the Web System and/or the App System. The Customer agrees to treat this information as confidential and not to disclose it to any third party.</p> <p>12.3 The Customer is responsible for making all arrangements necessary to enable the Customer to access the Web System and the App System. The Customer is also responsible for ensuring that all persons who access the Web System and the App System through the Customer's internet or other connection are aware of these Conditions, and that they comply with them at all times.</p> <p>12.4 The Supplier reserves the right to withdraw or amend or suspend the Web System and/or the App System in whole or in part without notice. In the event that the App System is suspended for any single period exceeding 14 Business Days or is withdrawn (in each case other than through any failure of the Customer to pay the App Licence Fee when due) the Supplier will arrange to refund the App Licence Fee in respect of the relevant twelve month period on a daily pro-rata basis for each day that the App System is suspended or withdrawn.</p> <p>12.5 The Supplier is the owner or the licensee of all Intellectual Property Rights in the Web System and/or the App System and in the material published on it.</p> <p>12.6 To the fullest extent permitted by law and subject to clause 12.4, the Supplier expressly excludes any liability for any direct, indirect or consequential loss or damage incurred by the Customer in connection with the Web System and/or the App System or in connection with the Customer's use or inability to use the Web System and/or the App System (e.g. if the Web System or App System crashes and/or any of the Customer's data is lost due to any technical failure of any server or back-up system.) including, without limitation any liability for:</p> <p>(i) loss of income or revenue;</p> <p>(ii) loss of business;</p> <p>(iii) loss of profits or contracts;</p> <p>(iv) loss of anticipated savings;</p> <p>(v) loss of data (including any data entered onto the App System by the Customer);</p> <p>(vi) loss of goodwill;</p> <p>(vii) wasted management or office time;</p> <p>(viii) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material due to the Customer's use of the Web System and/or the App System or to the Customer downloading any material posted on the Web System and/or the App System; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The total liability of the Supplier, whether in contract, tort (including negligence) or otherwise connection with Customer's use of the Web System and/or the App shall in no circumstances exceed a sum equal to the Annual License Fee'.</p> <p>12.7 All data for the Web System and App System is stored on a hosted server located at an external data Centre and backed-up at least daily to the Supplier's own server and an off-site server. However, it is a condition of the Customer's use of the Web System and the App System that the Customer maintains at all times hard copies of all data relating to the Customer (including any Inspection Report) held on the Web System and the App System.</p> <p>12.8 The Supplier warrants to the Customer that, to the extent that it processes Personal Data (as the same is defined in the Data Protection Act 1998) of the Customer, it shall not (subject to clause 12.9) disclose such data to third parties without the Customer's prior consent.</p> <p>12.9 The Customer consents to the Supplier disclosing any Personal Data or other data of the Customer to third parties who are retained by the Supplier to assist with the development, modification, testing and/or other updating generally of the Web System and/or the App System.</p>
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