APPLICATION for CREDIT ACCOUNT

PLEASE RETURN TO THE ADDRESS OPPOSITE
COMPLETE IN **BLOCK CAPITALS** AND ATTACH YOUR **LETTERHEAD** AND LATEST **ACCOUNTS**

GRS Group
10 Goldsmith Way Eliot Business Park
Nuneaton Warwickshire CV10 7RJ

Tel:024 7658 0800
E: grouprisk@grsroadstone.co.uk

OUR SALES CONTACT:	
CREDIT LIMIT REQUIRED:	£
ESTIMATED ANNUAL SPEND:	£
GRS GROUP ENTITY TRADING WITH :	Choose an item.

DETAILS OF APPLICANT

Trading Name and Address of Account: _____

_____

_____ Postcode: _____ Telephone No: _____

Email: _____

Accounts Email: _____

Registered Name (if different) and Registered Office Address: _____

_____

Postcode: _____ VAT No: _____ Co. Reg. No: _____

Names of Directors/Partners: _____

_____

Date of Incorporation: _____

To be completed by Sole Traders

Full Name of Proprietor: _____ Date of Birth: _____

Home Address: _____

_____ Years of Trading: _____

AUTHORISATION OF THIS APPLICATION

Name of person authorising application:

_____

Job Title of Signatory:

_____

STRUCTURE OF YOUR COMPANY

SoleProprietor	☐	Partnership	☐
Co-Operative	☐	Private Limited Company	☐
PLC	☐	Other	☐

Signature: _____

Date: _____

CREDIT ACCOUNT APPLICATION

GRS Group

10 Goldsmith Way Eliot Business Park Nuneaton Warwickshire CV10 7RJ

Tel: 024 7658 0800
E: grouprisk@grsroadstone.co.uk

Company/Trading Name:

Registered Address:

TO BE RETURNED TOGETHER WITH YOUR COMPLETED **APPLICATION FORM**, **LETTERHEAD** AND LATEST **ACCOUNTS**

By submitting this application, the customer applying for credit ("the Customer") agrees that all future contracts between GRS (Group) and the Customer will be subject to GRS's Terms and Conditions of Supply. An up-to-date copy of our Terms can be found at https://grs-group.com/terms-and-conditions/. Should your application for credit facilities be successful, GRS (Group) reserves the right to terminate its agreement to provide credit without notice upon a breach by the Customer of any Terms and Conditions and all amounts then outstanding will become immediately due and payable.

Customer Declaration

I, the undersigned, declare that the information given above is accurate. Furthermore, in consideration of GRS (Group) agreeing to grant credit to the Customer, I hereby unconditionally and irrevocably guarantee the due and punctual performance and observance of the Terms and Conditions and covenants contained in the terms and conditions of supply of GRS (Group) , as may be amended from time to time and which apply to all future contracts between GRS (Group) and the Customer, on the part of the Customer, and as primary obligor and not merely surety and agree to indemnify and keep GRS (Group) indemnified against all actions losses and proceedings damages and expenses whatever arising as a result of any failure by the Customer to comply with the Terms of this Agreement.

Signed: _____

Name: _____

Position: _____

Date: _____

Privacy

By submitting this application, I acknowledge and consent that: (i) GRS (Group) , in processing our application for credit facilities, may make enquiries of credit reference agencies who may record those enquiries; (ii) GRS (Group) may also disclose information about the conduct of our account with them to credit reference agencies; (iii) the information obtained from or provided to credit reference agencies may be used by GRS (Group) when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention

CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES BY GRS GROUP AND ANY OF ITS SUBSIDIARIES

PAYMENT NET MONTHLY 30 DAYS. Waiting Time will be charged at an hourly rate as advised by the Company.

Saturday Deliveries will be subject to an additional charge as advised by the Company.

TO BE RETAINED BY CUSTOMER

1 General

1.1 In these conditions, "the Company" means GRS Group and any of its subsidiaries from time to time, including GRS **(Roadstone) Ltd**, GRS Building Products **Ltd**, GRS Earth Solutions Limited, Maen Karne Aggregates Limited, Maen Karne Concrete Products Limited, S. Walsh & Son Limited, Walsh Contracting Limited, NEA Contracts Limited, Rail Stone Solutions Limited, GRS Stone Supplies Limited and "the Customer" means the individual, firm, company or other party with whom the Company contracts to supply goods or services. "Supply" includes (but is not limited to) any supply of goods and/or services by the Company under the contract of sale.

1.2 No order in pursuance of any quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company. Any contract made between the Company and the Customer (hereinafter referred to as "the Contract") shall be subject to these conditions and save as after mentioned no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such term, representation or contract will bind the Company only if in writing and signed by a statutory director.

1.3 Unless otherwise agreed in writing by a statutory director of the Company, these conditions shall override any terms and conditions stipulated or referred to by the Customer in an order or pre-contract negotiations.

1.4 Any image or description contained in the Company's catalogues, samples, price lists or other advertising material, or otherwise provided by the Company, is intended merely to present a general picture of the goods or services supplied by the Company and shall not be construed as a representation or form part of the Contract. Unless expressly agreed in writing by the Company, no sale shall be a sale by sample and the goods sold may not correspond with any sample supplied to the Customer.

1.5 In the event that the Company has not given a written acknowledgement of the Customer's order these conditions, provided the Customer shall have had prior notice of them, shall nonetheless apply to the Contract.

1.6 The Company reserves the right to correct any clerical or typographical errors made by its personnel or agents at any time.

1.7 The Customer warrants that it will pass on to all third parties to whom it may supply the goods all information as to the use and safe handling of the goods as may have been passed onto the Customer by the Company.

2 Pricing

2.1 The Company's quotations are provisional and may be altered to take account of any changes which take place between the date of quotation and the Company's acceptance of the Customer's order, including changes in the price of raw materials, rates of wages, taxes, levies and other costs or in the Customer's instructions or in the event that the Customer orders part only of the quantity referred to in any quotation.

2.2 The Company shall be entitled to increase its prices at any time to take account of any increase in the cost to the Company of purchasing any goods or materials or working on or supplying any goods or services (including any such increase arising from any error or inadequacy in any instructions provided by the Customer or any modification carried out by the Company at the Customer's request) and such increased prices ruling at the date of dispatch by the Company shall be substituted for the previous Contract price. All prices quoted are exclusive of VAT and the Customer shall pay any and all taxes, duties and other government charges payable in respect of the goods and services.

2.3 The Contract price only includes delivery during the normal working hours and normal working days of the Company. All deliveries made at the Customer's request (subject to the Company's agreement) on public holidays, Sundays or Saturdays of outside normal working hours, will be subject to an additional charge.

2.4 The Company reserves the right to make an additional charge if:

2.4.1 the supply of goods is requested by the Customer in quantities of less than a full load; and/or

2.4.2 for any reason (other than the default of the Company or its personnel or agents) the delivery vehicle is unable to discharge its load within 15 minutes of arrival at the delivery point. Details of such charges are available upon request.

2.5 The contract price is based upon safe and easy access for laden vehicles of the Company or its agents and, where, in the reasonable opinion of the Company, such access is not provided, the Customer shall be liable for any extra charges incurred by the Company.

3 Delivery, risk and title

3.1 The Customer will take delivery of the goods at the nearest convenient unloading point to the Customer's premises or appropriate site and the Customer shall be responsible for notifying the Company of any restriction of access such as weight, width, height or unloading hours. If, at the Customer's request, the Company agrees to deliver the goods to a point off the public road, the Customer will indemnify the Company against all losses, costs, expenses, actions and claims incurred by the Company arising from delivery at that point or as a result thereof including, but not limited to, damage to vehicles, kerbs, pipes, manholes or any other property. The Customer will give the Company all necessary instructions and approvals for delivery within seven (7) days of notification that the goods are ready for delivery. Offloading will be at the Customer's risk and the Customer will give proper assistance to the driver of the delivery lorry in unloading the goods.

3.2 The risk in goods which the Company agrees to supply shall, subject to any agreement in writing by the Company, pass to the Customer on the relevant date as defined in clause 4.1 hereof or the date (if earlier) on which, the goods being ready for delivery, delivery is postponed at the Customer's request.

3.3 Title to goods shall not pass to the Customer until the Company receives payment for the goods.

3.4 The Customer may use goods in the ordinary course of its business before the Company receives payment for the goods. However, if before title to the goods passes to the Customer the Customer becomes subject to any of the events listed in clauses 5 or 6, then, without limiting any other right or remedy the Company may have:

3.4.1 the Customer's right to resell or use the goods ceases immediately; and 3.4.2the Company may at any time:

3.4.2.1 require the Customer to deliver up all goods in its possession that have not been resold, or irrevocably incorporated into another product; and

3.4.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the goods are stored in order to recover them.

3.5 The Company shall not be liable for any loss or damage sustained by any goods left with the Company howsoever caused and whether or not attributable to negligence on the part of the Company or negligence of wilful default on the part of any servant or agent of the Company.

3.6 Should the Company be delayed in or prevented from supplying the goods or services due to war, governmental or parliamentary restrictions, strike, lock-outs, fire, floods, explosions, epidemic, pandemic, labour disturbances, trade disputes, damage to or destruction of goods, breakdown of machinery, shortage of labour or of raw materials or Act of God or due to any other cause whatsoever beyond the reasonable control of the Company, the Company shall be at liberty to cancel or suspend the order placed by the Customer without incurring any liability for any loss or damage arising therefrom.

3.7 While the Company will endeavour to supply the goods or services by any date or within any period agreed upon, such dates and periods are estimates only given in good faith and the Company will not be liable for any failure to supply by such a date or within such a period. Moreover, the Company shall be entitled to defer supply until any monies due from the Customer have been received.

4 Payment

4.1 For the purposes of clause 3.2 the goods shall mean the whole or any instalment of the goods which the Company has agreed to supply or to which the Company has agreed to carry out work and the relevant date shall be the date on which (i) the Company dispatches the goods or (ii) the Customer takes delivery of the goods at the Company's premises or (iii) the Customer defaults in its obligation under clause 3.1 hereof whichever shall first occur or (iv) (in the case of services) the services or any part thereof are completed.

4.2 Payment shall be made by the Customer net cash not later than 30 days after the relevant date. Time for payment shall be of the essence of the Contract. Without prejudice to any other rights of the Company interest will be payable on all overdue accounts at Lloyds Bank base rate plus 4% and for the purpose of clause 5 hereof the full purchase price of the goods or services shall include any interest payable hereunder.

4.3 Each Contract with the Company is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

5 Termination

If the Customer shall fail to make any payment when it becomes due or shall enter into any composition or any arrangement with its creditors or if being an incorporated company shall have an administrative receiver or administrator appointed or shall pass a resolution for winding up or a Court shall make any order to that effect or if there shall be any breach by the Customer of any of the terms and conditions hereof the Company may defer or cancel any further deliveries and treat the Contract as determined but without prejudice to its right to the full purchase price for goods and services supplied and damages for any loss suffered in consequence of such determination.

6 Cancellation

6.1 Save as otherwise provided in these conditions, cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss and damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing.

6.2 Save as otherwise provided in these conditions, a charge will be made for any costs incurred by the Company due to suspension or deferment of any order by the Customer or in the event that the Customer defaults in collecting, or giving instructions for the delivery of any goods.

6.3 If you are contracting as a consumer, the following provisions apply:

6.3. 1A consumer may cancel a Contract at any time up to fourteen working days from the day after the goods are received. In this case, the consumer will receive a full refund of the price paid for the goods. Delivery costs are non-refundable.

6.3.2 To cancel a Contract, the consumer must inform the Company in writing. The consumer must also return the goods to the Company as soon as reasonably practicable, in the same condition in which they were received, and at the consumer's cost and risk. The consumer will not be able to return goods if they have been used. The consumer has a legal obligation to take reasonable care of the goods whilst in the consumer's possession. If the consumer fails to comply with this obligation, the Company may have a right of action against the consumer for compensation.

6.3.3 This clause 6.3 does not affect the consumer's statutory rights. 7 Supply of goods and services - terms and liabilities

7 Supply of goods and services - terms and liabilities

7.1 Save as otherwise provided in these conditions no claim for damage in transit, shortage of delivery or loss of goods will be entertained unless the Customer shall have given to the Company written notice of such damage, shortage or loss with reasonable particulars thereof within 3 days of receipt of goods or (in the case of total loss) of receipt of the invoice or other notification of dispatch.

7.2 The Company shall have no liability (including for direct, indirect or consequential loss) in respect of damage, shortage, or loss occurring while the goods are in the custody of an independent carrier. In any other case, and save as otherwise provided in these conditions, the Company's liability, if any, shall be limited to replacing such goods or (in its discretion) crediting the Customer with the Contract price thereof and it shall be a condition precedent to any such liability that the Customer shall if so requested have provided authority for the Company to inspect damaged goods within 14 days of such request.

7.3 Save as otherwise provided in these conditions the Company shall have no liability in respect of the state, condition or composition of the goods.

7.4 Save as otherwise provided in these conditions the Customer must satisfy itself that the goods are suitable for their required purpose and the Company gives no warranty that the goods are suitable for their required purpose.

7.5 Save as otherwise provided in these conditions, in the event that any goods are delivered which either do not comply with any agreed specification or other description or representation or which are defective by reason of any error or failure in any work done by the Company (any such goods being hereafter referred to as "faulty goods") the Company's liability is limited to replacing or (in its discretion) crediting the Customer with the purchase price of goods which within 1 month of delivery to the Customer are found to be faulty goods PROVIDED THAT the Customer shall inspect all goods at the time of delivery and by accepting delivery shall be deemed to accept that the goods are not faulty in any way which such inspection ought to reveal. Conditions precedent to the Company's liability hereunder shall be that as soon as reasonably practicable the Customer shall have given to the Company reasonable notice of the respects in which the goods are faulty and shall have provided authority for the Company's servants or agents to inspect them. The Company shall have no other or further liability in respect of any direct, indirect or consequential loss or damage sustained by the Customer arising from or in connection with the faulty goods.

7.6 Where the Company agrees to repair or replace goods in accordance with this clause 7, any time specified for delivery under the Contract shall be extended for such period as the Company may reasonably require.

7.7 The Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with the Contract. The Company'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 in no circumstances exceed the lesser of the Contract price and £2,000,000.

7.8 All conditions, warranties and other terms express or implied, statutory or otherwise, are expressly excluded, save insofar as contained in these conditions or as otherwise expressly agreed by the Company in writing. However, nothing in these terms excludes or limits the Company's liability for:

7.8.1 death or personal injury caused by its negligence;

7.8.2 fraud or fraudulent misrepresentation on the part of the Company;

7.8.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

7.8.4 defective products under the Consumer Protection Act 1987;

7.8.5 liability that cannot be excluded or restricted under the Consumer Rights Act 2015; or

7.8.6 any matter for which it would be illegal for the Company to exclude, or attempt to exclude, its liability.

8 Waste Removal

8.1 The following provisions shall apply to all Contracts under which the Company agrees to carry out waste removal, soil testing, soil analysis and/or associated advisory services:

8.1.1 Payment shall be made at the contract rate per cubic metre of material taken away and it is a condition of the Contract that the Customer shall in all cases sign a conveyance note in respect of each vehicle at the time of loading.

8.1.2 In the event that the loading time in respect of any vehicle exceeds 15 minutes the Company shall be entitled to make an additional charge based on its current daywork rates.

8.1.3 The Customer warrants that the details provided to the Company in relation to waste or soil, including but not limited to the relevant category of waste, or the chemical or physical composition of the waste, is accurate. Any deviation between the warranted and actual composition of the waste shall entitle the Company to, at its discretion:

8.1.3.1 Refuse to accept the material,

8.1.3.2 Require the Customer to remove the material, as the Customer's costs,

8.1.3.3 Return the material to the Customer, or

8.1.3.4 Remove and dispose of the material in such manner as the Company deems fit,

8.1.4 and in all such cases the Customer shall indemnify and hold the Company harmless against any injury, demands, actions, costs, charges, expenses, loss, damage or liability to any persons or property arising from the deviation. The testing of soil samples is undertaken by a third party and, save as herein provided, the Company accepts no liability in respect of its accuracy.

9 Haulage

9.1 The following provisions shall apply to all Contracts under which the Company agrees to carry out haulage services on a daywork basis:

9.1.1 in calculating the period of working time for which payment is due the travelling time to and from the site (or, if greater, a period of 30 minutes for each journey) shall be included.

9.1.2 if a vehicle is supplied and not used the working time (excluding travelling time) shall be deemed to be 4 hours.

9.1.3 if a vehicle is supplied and is used for part only of the day the working time (excluding travelling time) shall be deemed to be 8 hours. 9.1.4the agreed hourly rate shall apply to all periods of overtime other than any working time on a Sunday, for which an additional rate may be charged.

the Company may add to the Contract price a reasonable charge for the mileage costs incurred in travelling to and from the site.

10 Data protection and data processing

10.1 For the purposes of this clause 10, the terms "data controller", "data processor", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in the applicable laws and regulations relating to data protection, privacy and information security, including (without limitation) the General Data Protection Regulation ("GDPR") meaning Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any national implementing, amending or replacement legislation, as applicable from time to time ("Data Protection Laws"). "Personal Information" means any information which: i) falls within the definition of "personal data", and ii) in relation to which the Company is providing goods and/or services or which the Company is required to process (subject to the Data Privacy Laws) in connection with these Conditions.

10.2 The provision of the goods or services may require the Company to process personal information for and on behalf of the Customer. In respect of such processing, the parties acknowledge and agree that:

10.2.1 the Customer shall be the data controller and the Company shall be the data processor;

10.2.2 the Company shall process personal information as set out in the Schedule (Data Processing Register); and

10.2.3 Clauses 10.3 to 10.9 below shall apply.

10.3 The Customer shall:

10.3.1 comply with all Data Privacy Laws;

10.3.2 obtain and maintain all relevant registrations (and similar) required by Data Privacy Laws; and

10.3.3 ensure that all instructions that it issues to the Company comply with Data Privacy Laws.

10.4 When processing personal information as part of the delivery of goods or services, the Company shall:

10.4.1 process the personal information only on the documented instructions of the Customer, except to the extent that any processing of personal information is required by applicable laws;

10.4.2 where processing of personal information by the Company is required by applicable laws, the Company shall inform the Customer of the relevant legal requirement before processing, unless such law prohi its the Company from doing so;

10.4.3 notify the Customer where the Company reasonably believes any documented instructions from the Customer in respect of the processing of personal information infringe any Data Privacy Laws or any other applicable laws;

10.4.4 ensure that its personnel who are authorised to process the personal information have committed themselves to confidentiality;

10.4.5 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing;

10.4.6 only appoint a third party to process personal information on its behalf in accordance with clauses 10.5 and 10.6 below;

10.4.7 taking into account the nature of the processing, assist the Customer by appropriate technical and o ganisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights under Data Privacy Laws;

10.4.8 notify the Customer without undue delay after becoming aware of (A) any unauthorised loss, corruption, damage, destruction, alteration, disclosure or access to any personal information; (B) any unauthorised or unlawful Processing of Personal information; or (C) any breach of Data Privacy Laws ("Data Breach");

10.4.9 assist the Customer in its compliance with its obligations under Data Privacy Laws in respect of notifying Data Breaches to the UK Information Commissioner's Office ("ICO") and affected data subjects, insofar as it is able taking into account the nature of the processing and the information available to the Company;

10.4.10 at the Customer's discretion, delete or return to the Customer all of the personal information processed under the Contract, and delete any copies of such personal information unless any applicable laws require that copies are kept; and

10.5 make available to the Customer all information necessary to demonstrate compliance with its obligations in this clause 10.4.The Company shall not sub-contract its processing of personal information to a third party without the Customer's prior specific or general written authorisation (not to be unreasonably withheld, conditioned or delayed). Where any sub-contracting of processing of personal information is based on the Customer's general written authorisation, the Company shall inform the Customer of any intended changes concerning the addition or replacement of any sub-contractors and the Customer shall notify the Company of any objections it has to any such changes in writing within five (5) business days, after which any such changes which the Customer has not objected to in accordance with this clause 10.5 shall be deemed to be accepted.

10.6 Where the Company sub-contracts its processing of personal information to a third party in accordance with clause 10.5 above, the Company shall:

10.6.1 ensure that any such third party is subject to the same data protection obligations as those set out in clause 10.4above,

10.6.2 obtain sufficient guarantees from any such third party that they will implement appropriate technical and organisational measures in such a manner that the processing of personal information by such third party will meet the requirements of Data Privacy Laws, and 10.6.3 remain liable to the Customer for any processing of personal information by any such third party.

10.7 Each party shall co-operate with the ICO on the request of the other party in respect of the performance of its tasks under these conditions.

10.8 The Company shall not transfer personal information to any country outside the EEA without the prior written consent of the Customer, such consent may be subject to and given on such terms as the Customer may in its discretion prescribe (acting reasonably and in compliance with Data Privacy Laws).

10.9 In the event that the Customer consents to the transfer of personal data from the Suppler to a country outside of the EEA under clause 10.8, the Company shall confirm in writing details of how the Company will ensure an adequate level of protection and adequate safeguards in respect of the personal information that will be processed in and/or transferred outside of the EEA so as to ensure compliance with the Data Privacy Laws.

11 Assignment

11.1 The Contract is binding between the Customer and the Company and on the Company's respective successors and assignees.

11.2 The Customer may not transfer, assign, charge or otherwise dispose of a Contract, or any rights or obligations arising under it, without the Company's prior written consent.

11.3 The Company may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract.

12 Anti-Corruption

12.1 The Company and Customer shall always:

12.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (and any amendment thereto or re-enactment thereof);

12.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010; and

12.1.3 where the Customer is a commercial organisation, maintain in place from the date of this agreement through the term of this agreement its own policies and procedures constituting adequate procedures as referred to in section 7(2) of the Bribery Act 2010 and from time to time at the reasonable request of the other party shall certify in writing compliance with this clause 12 and shall provide such supporting evidence of compliance as the other party may reasonably request.

13 Set-off

13.1 No right of set-off shall exist in respect of any claims by the Customer against the Company unless such claims are agreed by the Company in writing and the Customer shall not withhold any part of any payment which has become due to the Company for goods or services.

14 Notices

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

14.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one business day after transmission.

15 Anti-Facilitation of Tax Evasion

15.1 The parties shall:
not engage in any activity, practice or conduct which would constitute either:
a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017 ("CFA 2017"); a foreign tax evasion facilitation offence under section 46(6) of the CFA 2017; the facilitation of a UK Tax Evasion Offence or Foreign Tax Evasion Offence within the meaning of sections 45(5) or 46(6) of the CFA 2017; or a failure to prevent a Facilitation Offence within the meaning of sections 45 or 46 of the CFA 2017; and comply with all applicable laws, statutes, regulations, guidance, recognised practice and codes, whether relating to the prevention of tax evasion and/or the prevention of the facilitation of tax evasion including but not limited to the CFA 2017.

15.2 The Company, and the Customer (where it is a "Relevant Body" within the meaning of the CFA 2017), shall:

15.2.1 carry out periodic assessments of the risk of one or more of it and its employees and other associated persons committing a facilitation offence under sections 45(5) or 45(6) of the CFA 2017;

15.2.2 maintain in place throughout the term of this agreement such policies and procedures including prevention procedures under the CFA 2017 to ensure continued compliance with the requirements set out in this clause; and

15.2.3 ensure that any person associated with it who is performing services in connection with this agreement does so only on a basis which imposes on and secures from such person terms equivalent to those imposed on the parties in this Clause 15.

16 Amendment

16.1 The Company reserves the right to amend these conditions as it considers necessary, including to comply with statutory requirements or any change in legislation and will notify any such amendment to the Customer as soon as practicable.

17 No Partnership or Agency

17.1 Nothing in these conditions or any Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18 Waiver

18.1 No failure or delay by a party to exercise any right or remedy provided under these conditions or any Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.

19 Severance

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

19.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20 Third Party Rights

20.1 These conditions or any Contract do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions or any Contract.

21 Entire Agreement

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

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

22 Governing Law

22.1 These conditions 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 the law of England.

22.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these conditions or its subject matter or formation (including non-contractual disputes or claims).

Schedule - Data Processing Register

1 Subject-matter of processing

(a) The Personal Data to be processed by the Company pursuant to these conditions concerns the following subject matter(s):

Providing Prospects and Customers with quotations and taking of Customer orders and processing such orders through to delivery.

2 Duration of the Processing

(a) The Personal Data to be Processed under these conditions shall be Processed for the following duration:

For the duration of the commercial relationship with the Customer.

3 Nature and purposes of the Processing

(a) The Personal Data to be Processed under these conditons shall be Processed for the following nature and purpose:

To facilitate the commercial relationship between the Company and the Customer including the processing of the Customer's orders for goods and services provided by the Company.

4 Type of Personal Data

(a) The Personal Data to be Processed by the Company pursuant to these conditions concerns the following type ofPersonal data:

Contact details including name, delivery addresses and contact telephone

numbers.

5 Categories of Data Subjects

(a) The Personal Data to be Processed under these conditions concern the following categories of Data Subjects

Customers of the Company.

6 Additional Useful Data (e.g. storage limits and other relevant data)

N/A

7 Contact Details

(a) For Personal Data queries arising from or in connection with these conditions, the parties shall contact the following:

Customer	Company
Contact details capturing during the ordering process.	GRS (Group) 10 Goldsmith Way Elliot Business Park Nuneaton CV10 7RJ By email: GDPR@grsroadstone.co.uk