

Trinity McQueen - Project Terms of Business

1. Definitions

1.1 In these Terms, the following definitions will apply:

Client: the company, firm or individual specified as such within the Order;

Client Materials: all documents, information, items and materials in any form (whether owned or under licence by the Client or a third party), which are provided by the Client to Trinity McQueen in connection with the Services;

DP Legislation: (i) the Data Protection Act 2018 (“DPA”) ; (ii) the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) (except, in respect of any Personal Data (as defined in the GDPR) which is solely collected and processed within the UK and to the extent that GDPR is no longer directly applicable in the UK), together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK; and (iii) any successor legislation to the GDPR and the DPA;

Contract: the contract between Trinity McQueen and the Client for the supply of the Services constituting any proposal or order referenced in the Order Acknowledgment; the Order Acknowledgement and these Terms as formed in accordance with these Terms;

Deliverables: means the report and presentation (including any recommendations) provided by Trinity McQueen to the Client in relation to the provision of the Services as set out in the Order;

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, 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, 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 Client’s order for the supply of Services;

Order Acknowledgement: has the meaning set out in term 2.3;

Price: the price of performing the Services as set out in the Order Acknowledgement or as amended in accordance with these Terms;

Proposal: has the meaning given to such term in term 2.1;

Services: the preparation of market research projects supplied by Trinity McQueen to the Client as set out in the relevant Proposal;

Terms: these terms and conditions as amended from time to time in accordance with term 2.8;

Trinity McQueen: Trinity McQueen Limited, a company registered in England and Wales with company number 08389485 and having its registered office at 6th Floor Platform, New Station Street, Leeds LS1 2JB; and

Trinity McQueen Materials: means any proprietary materials of Trinity McQueen including software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed, owned or under licence by Trinity McQueen whether or not developed, improved, enhanced, modified or customised as part of or in the course of performing the Services.

2. Order Process

- 2.1 Trinity McQueen may, from time to time, provide the Client with a proposal or quotation to provide Services, or to amend an earlier proposal or quotation provided by Trinity McQueen to the Client (“**Proposal**”). Any Proposal shall not constitute an offer to the Client and is only valid for a period of 60 (sixty) days from the date of issue. All Proposals are exclusive of Value Added Tax (“**VAT**”).
- 2.2 An Order constitutes an offer by the Client to purchase the relevant Services subject to these Terms.
- 2.3 An Order shall only be deemed to be accepted when Trinity McQueen issues written acceptance of the Order (an “**Order Acknowledgment**”) at which point and on which date the Contract shall come into existence on the terms set out in the Order Acknowledgement and herein. Where there is any conflict between the provisions contained in the Order Acknowledgment and those contained within these Terms, the Order Acknowledgement shall take precedence.
- 2.4 Following an amendment to a proposal and/or quotation in accordance with term 4.3, the Client shall issue a further Order which shall only be deemed to be accepted when Trinity McQueen issues an Order Acknowledgement in respect of that Order.
- 2.5 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Trinity McQueen which is not set out in the Contract.
- 2.6 Any samples, drawings, descriptive matter, or advertising produced by Trinity McQueen and any descriptions or illustrations contained in Trinity McQueen's catalogues or brochures are produced 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.
- 2.7 These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.8 No variation or qualification of these Terms or of any quotation or Contract arising from it shall be varied unless agreed in writing between the parties.

3. The Services

- 3.1 The Services are as described in the Order Acknowledgement supplied to the Client by Trinity McQueen.
- 3.2 Trinity McQueen shall provide the Services to the Client in accordance with the Contract.
- 3.3 Trinity McQueen shall use reasonable endeavours to meet any performance dates for the Services as specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.4 Trinity McQueen shall have the right to make any changes to the Services which are necessary to comply with any applicable law or which do not materially affect the nature or quality of the Services, and Trinity McQueen shall notify the Client in any event along with any consequential change to the Price.
- 3.5 Trinity McQueen warrants to the Client that the Services will be provided using reasonable care and skill.

4. The Price

- 4.1 Subject to any variation in accordance with these Terms, the Price for the Services shall be the price set out in the Order Acknowledgement.
- 4.2 If Trinity McQueen bases its quotation upon information provided by the Client which is subsequently shown to be incorrect, Trinity McQueen reserves the right to charge the Client for any resulting additional costs incurred by Trinity McQueen.

- 4.3 If at any time the Client requests that any processes or materials produced or utilised by Trinity McQueen for the provision of the Services (including but not limited to the research specification, the questionnaire, the timing or methods) are changed in any way, Trinity McQueen reserves the right to revise the Price for the Services.
- 4.4 Any work undertaken by Trinity McQueen for the Client outside of the scope of the Services (as outlined in the Order Acknowledgement) will be charged on a time and attendance basis at the standard charge out rate used by Trinity McQueen for the relevant personnel utilised in providing such additional services and / or deliverables. Such charge out rates are available on request from Trinity McQueen.
- 4.5 Unless otherwise agreed in the Order Acknowledgement, the Deliverables shall be provided in electronic format in accordance with these Terms.
- 4.6 Unless otherwise outlined in the Order Acknowledgement, Trinity McQueen shall invoice the Client for all charges 50% on commissioning and 50% on completion of the Services (as determined by Trinity McQueen) and the Client shall pay each invoice submitted by Trinity McQueen within 30 (thirty) days of the date of the invoice.
- 4.7 All proposals provided by Trinity McQueen to the Client are exclusive of VAT. Where any taxable supply for VAT purposes is made under the Contract by Trinity McQueen to the Client, the Client shall, on receipt of a valid VAT invoice from Trinity McQueen, pay to Trinity McQueen such additional amounts in respect of VAT as are chargeable on the supply of the Services and/or Deliverables at the same time as payment is due for the supply of the relevant Services and/or Deliverables.
- 4.8 If the Client fails to make any payment due to Trinity McQueen under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 4.9 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Trinity McQueen may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Trinity McQueen to the Client.
- 4.10 Unless otherwise agreed, carriage of samples etc is not included within the Contract. Carriage cost plus 12 (twelve) per cent of the carriage cost will be charged on the final invoice or on a separate invoice as an additional cost.
- 4.11 If any of the Services are cancelled or the Contract is otherwise terminated by agreement between the Client and Trinity McQueen the final payment will be, unless otherwise agreed:
- (a) the costs incurred or committed by Trinity McQueen in providing the Services until termination;
 - (b) plus any loss incurred by Trinity McQueen due to such cancellation or termination;
 - (c) plus 15 (fifteen) per cent of the total Price.

5. Client's obligations

- 5.1 The Client shall:
- (a) ensure that the terms of the Order Acknowledgment are complete and accurate;
 - (b) co-operate with Trinity McQueen in all matters relating to the Services;
 - (c) provide Trinity McQueen with such information and materials as Trinity McQueen may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - (d) obtain and maintain all necessary licences, permissions and consents which may be required by Trinity McQueen in order to provide the Services before the date on which the Services are to start; and

- (e) keep and maintain all Trinity McQueen Materials, equipment, documents and other property of Trinity McQueen at the Client's premises in safe custody at its own risk, maintain Trinity McQueen's Materials in good condition and in any event in at least the same manner in which it would keep and maintain its own materials, equipment documents or property, until returned to Trinity McQueen, and not dispose of or use Trinity McQueen Materials other than in accordance with Trinity McQueen's written instructions or authorisation.

6. Force Majeure

- 6.1 For the purposes of this Contract, a "**Force Majeure Event**" means an event beyond the reasonable control of Trinity McQueen including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Trinity McQueen or any Client), 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 or default of Trinity McQueen or its subcontractors.
- 6.2 Trinity McQueen shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 6.3 If the Force Majeure Event prevents Trinity McQueen from providing any of the Services for more than 4 (four) weeks, Trinity McQueen shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.
- 6.4 Trinity McQueen reserves the right to charge for additional unforeseen costs incurred as a result of statutory amendments to rates of pay, taxes and duties or as a result of a Force Majeure Event. If such an increase exceeds 10 (ten) per cent of the price, the Client shall be entitled to cancel the project within 7 (seven) days of receipt of any notice from Trinity McQueen but shall be liable for all expenditure, losses and/or charges already committed or incurred by Trinity McQueen.
- 6.5 In the event that the performance of the project is rendered impossible or has to be deferred because of circumstances beyond the control of Trinity McQueen as referred to in term 6.1, Trinity McQueen (while having the right to act unilaterally) will endeavour to consult the Client as to whether the Project should be cancelled, postponed or modified. If cancelled, Trinity McQueen shall be entitled to be paid all fees/charges already committed or incurred. If postponed or modified, Trinity McQueen shall be entitled to revise the Price in which event, the Client shall have 7 (seven) days in which to accept or reject such revised quotation, in which case term 2.4 shall apply.

7. Indemnity

- 7.1 In cases where Client products, samples or Client Materials are supplied by the Client and/or his agent for use in the provision of the Services, the Client warrants that all contents, packaging and labelling comply with applicable laws and shall indemnify Trinity McQueen from and against all liabilities, costs, expenses, damages and losses (including legal costs (calculated on a full indemnity basis)) suffered or incurred by Trinity McQueen arising out of or in connection with any third-party claims, or any action, adjudication or decision taken against Trinity McQueen by any regulatory body, including any claim that any Client Materials or use of such products and samples or materials infringe the Intellectual Property Rights or proprietary rights of any third party arising from their use in the Contract, it being accepted by the Client that Trinity McQueen has no responsibility at all in this regard.
- 7.2 If requested by Trinity McQueen, the Client shall produce to Trinity McQueen evidence of sufficient product liability or other indemnity insurance. If the Client wishes Trinity McQueen to "front" any complaint regarding any products, samples or other materials used in the Contract, this shall only be with the agreement of Trinity McQueen (which may be withdrawn at any time) and at the sole cost of the Client.
- 7.3 The Client understands and agrees that, in performing its services, Trinity McQueen will make enquiries of third parties and will rely upon the response of such third parties not only as to matters of fact, but also as to matters of opinion and not only in recording matters of fact or supposed fact as part of its services, but also as a foundation for conclusions drawn or advice or opinions or recommendations proffered by Trinity McQueen. The Client therefore recognises and agrees that Trinity McQueen accepts no responsibility for the accuracy of information provided by third parties or for any conclusion, advice, opinion or recommendation based thereon and that Trinity McQueen, to the extent permissible by law, excludes all and any liability to the Client for any losses it incurs due

to its reliance on the Services and Deliverables provided by Trinity McQueen whether in respect of any unexpected results which arise from the provision of the Services or otherwise.

- 7.4 Reports and other records provided by Trinity McQueen are solely for use within the Client's organisation or those of its consultants. If wider circulation of results is intended, Trinity McQueen's express written permission should be provided prior to such circulation and Trinity McQueen may not be quoted in connection with the study until the exact form of any communication has been agreed by Trinity McQueen. The Client undertakes to inform Trinity McQueen of any intended wider publication prior to release and to offer to attribute the Deliverables and any output of the Services to Trinity McQueen upon publication.
- 7.5 The Client shall supply at its own expense all documents and/or other materials and all necessary data and/or other information required for Trinity McQueen to fulfil its obligations under the Contract (and ensure the accuracy of the same), within sufficient time to enable Trinity McQueen to carry out the Contract in accordance with the Order.

8. Intellectual Property

- 8.1 In relation to the Client Materials:
- 8.1.1 the Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and
- 8.1.2 the Client grants to Trinity McQueen a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy, use and modify the Client Materials for the purpose of providing the Services and Deliverables to the Client.
- 8.2 In relation to the Trinity McQueen Materials Trinity McQueen and its licensors, as applicable, shall retain ownership of all Intellectual Property Rights in the Trinity McQueen Materials. The Client shall not, directly or indirectly, use, in full or in part, any of the Trinity McQueen Materials without the prior written consent of Trinity McQueen.
- 8.3 Subject to term 8.5, following payment of the Price in accordance with these terms, the right, title or interest in any Intellectual Property Rights in the Deliverables shall vest in the Client, and Trinity McQueen assigns to the Client, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables,
- 8.4 Trinity McQueen shall assign all Intellectual Property Rights in the Deliverables to the Client.
- 8.5 In relation to the Deliverables, the Client grants to Trinity McQueen a fully paid-up, non-exclusive, royalty-free, transferable worldwide licence in perpetuity to copy, use and modify the Deliverables for its own internal non-commercial purposes.
- 8.6 Subject to reliance upon the warranty in term 8.7 Trinity McQueen warrant and undertake that the receipt, use and onward supply of the Services and Deliverables (excluding any Client Materials which may form part of the Deliverables) and any Trinity McQueen Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 8.7 The Client undertakes and warrants that the performance of its obligations under the Contract and Trinity McQueen's use of the Client Materials in the performance of the Services will not infringe any Intellectual Property Rights of any third party, nor any breach of confidence, passing off or actionable act of unfair competition in relation to the Intellectual Property Rights of any third party and the Client has not received notice of any claim and the Client is not aware of any legal proceedings, or of any circumstances that may give rise to legal proceedings, in respect of the same.
- 8.8 Subject to clause 10, Trinity McQueen shall indemnify and keep indemnified the Client against all liability, loss, damages, claims, or expenses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Client as a result of or in connection with any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.
- 8.9 The Client shall indemnify and hold Trinity McQueen harmless from and against all claims and all direct, indirect and consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses),

costs (including professional fees and costs and any VAT thereon on an indemnity basis), proceedings, damages and expenses suffered or incurred by Trinity McQueen because of or in connection with any claim:

- 8.9.1 that Trinity McQueen's use of the Client Materials infringe the Intellectual Property Rights or other proprietary rights of any person; or
- 8.9.2 any breach by the Client of the warranty in term 8.7.

9. Data Protection, Information Security and Confidentiality

9.1 Each party shall comply with applicable requirements of the DP Legislation. This term 9 is in addition to and does not replace a party's obligations under the DP Legislation. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" have the meanings prescribed in the DP Legislation.

9.2 For the purposes of the DP Legislation, the Client is the Data Controller and Trinity McQueen is the Data Processor. The Schedule to the Terms sets out the scope, nature and purpose of processing by Trinity McQueen, the duration of the processing and the types of Personal Data and categories of Data Subject.

9.3 Trinity McQueen shall:

- (a) process Personal Data only on written instructions of the Client. If Trinity McQueen is required by any applicable laws to process Personal Data it shall, to the extent legally permitted, notify Trinity McQueen before doing so;
- (b) have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of or damage to Personal Data;
- (c) ensure that personnel who have access to or process Personal Data keep the Personal Data confidential and Trinity McQueen shall remain liable to the Client for any failure by personnel to do so;
- (d) not transfer Personal Data outside of the European Economic Area without the prior written consent of the Client and Trinity McQueen shall ensure that the transfer is made in accordance with the DP Legislation;
- (e) assist the Client to respond to any request from a Data Subject and to comply with the Client's obligations under the DP Legislation;
- (f) notify the Client without undue delay of a Personal Data breach;
- (g) at the written direction of the Client, delete or return Personal Data to the Client on termination of the Contract unless Trinity McQueen is required by law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this term and allow for audits by the Client or the Client's designated auditor at reasonable times and on reasonable notice and not more than once in any calendar year.

9.4 The Client consents to Trinity McQueen appointing the third-party processor set out in paragraph 8 of the Schedule as a third-party processor of Personal Data under the Contract. Trinity McQueen confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this term 8. As between the Client and Trinity McQueen, Trinity McQueen shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this term 8.

9.5 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, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the

Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this term as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This term 9.5 shall survive termination of the Contract.

10. Liability

- 10.1 Nothing in this term 10 shall exclude or limit either party's liability in respect of death or personal injury resulting from negligence or fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.
- 10.2 Without prejudice to term 10.1, Trinity McQueen's total liability arising out of or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, under indemnity or otherwise shall in no circumstances exceed a sum equal to 100% (one hundred per cent) of the fees received by Trinity McQueen in respect of the Contract in question.
- 10.3 Without prejudice to terms 10.1 and 10.2, Trinity McQueen shall under no circumstances howsoever arising be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, under indemnity or otherwise, for any loss of profit, loss of business, loss of revenue, loss of opportunity or any indirect or consequential loss arising under or in connection with the Contract.
- 10.4 Trinity McQueen, to the extent permissible by law, excludes all and any liability to the Client for any losses incurred by the Client due to its utilisation of, or reliance on, the Services provided by Trinity McQueen including for the avoidance of doubt any losses arising from:
- (a) the implementation of any recommendations contained within any Deliverables supplied as part of the Services;
 - (b) the Deliverables, the Services or any recommendations providing results that are unexpected or contrary to the perceived understanding of the Client.

11. Termination

- 11.1 Without limiting its other rights or remedies Trinity McQueen may terminate the Contract by giving the Client not less than 1 (one) month's written notice.
- 11.2 Without limiting its other rights or remedies, Trinity McQueen may terminate the Contract with immediate effect by giving written notice to the Client if:
- (a) the Client commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 (fourteen) days after receipt of notice in writing to do so;
 - (b) the Client stops trading or gets into a position whereby it cannot pay its debts and/or an insolvency situation arises (for example a receiver, liquidator or administrator, trustee or someone similar is appointed over any of its assets or it proposes to make any arrangement with its creditors or goes into liquidation); or
 - (c) any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in term 11.2(b).
- 11.3 Without limiting its other rights or remedies, Trinity McQueen may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.
- 11.4 Without limiting its other rights or remedies, Trinity McQueen may suspend the supply of Services (in full or in part) and/or all further provision of Deliverables under the Contract or any other contract between the Client and Trinity McQueen if:

- (a) the Client fails to pay any amount due under this Contract on the due date for payment;
- (b) the Client becomes subject to any of the events listed in term 11.2(b) or Trinity McQueen reasonably believes that the Client is about to become subject to any of them.

12. Standards in Market Research

12.1 Trinity McQueen shall maintain the standard codes of practice adopted by the Market Research Society's "Standards in Market Research" (the "MRS Code") which are deemed to be included in these terms, a copy of which can be found on the website www.mrs.org.uk. Under the MRS Code, all materials relating to the Client shall remain confidential to persons engaged by Trinity McQueen. The Client understands that Trinity McQueen shall be entitled to destroy such material (questionnaires and tape recordings) 1 (one) year after the end of any fieldwork performed as part of the Services without reference to the Client. This may be done earlier by written agreement but will be done in any event unless Trinity McQueen is advised to the contrary in writing by the Client prior to destruction.

13. General

13.1 Trinity McQueen may at any time subcontract or delegate in any manner any or all of its obligations under the Contract to any third party subject to the appropriate quality controls.

13.2 Notices:

- (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.
- (b) Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid 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.
- (c) This term 13.2 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this term, "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.

13.3 Waiver and cumulative remedies:

- (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.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13.4 Severance:

- (a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract 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.
- (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.

- 13.5 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.
- 13.6 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 13.7 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Trinity McQueen.
- 13.8 Governing law and jurisdiction: The 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.

Schedule - Processing, Personal Data and Data Subjects

1. Subject matter of Processing

As set out in the Contract.

2. Duration of Processing

The duration of the Contract.

3. Nature of Processing

As set out in the Contract.

4. Purpose of Processing

To allow Trinity McQueen to carry out its obligations and perform the Services in the Contract.

5. Types of Personal Data

To be agreed between Trinity McQueen and the Client and inserted prior to project commencement.

6. Categories of Data Subject

To be agreed between Trinity McQueen and the Client and inserted prior to project commencement.

7. Obligations and rights of the Data Controller

As set out in the Contract and the DP Legislation.

8. Third-Party Processor

To be agreed between Trinity McQueen and the Client and inserted prior to project commencement.