

Beacon Terms of Business

1. Term

1. The Agreement shall commence on the date on which the Account Opening Form has been signed by the Customer (“**Commencement Date**”) and shall continue, unless terminated earlier in accordance with clause 12, for an initial period of one year (the “**Initial Term**”) and shall automatically extend for 12-monthly periods (each an “**Extended Term**”) at the end of the Initial Term and at the end of each Extended Term.
2. Either party may give written notice to the other party, not later than six months before the end of the Initial Term or the relevant Extended Term, to terminate the Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Where notice is given by the Customer less than six months prior to the end of the Initial term or the relevant Extended Term (as the case may be), the full year subscription for the next year will be due.

2. Agreement

1. In consideration of the Customer paying the Subscription Fee and complying with its obligations under the Agreement, Beacon shall operate the Central Billing Scheme (or appoint a third party to do so in which case all references to Beacon shall include its authorised agent) in accordance with the Agreement, and the Customer shall have access to MyBeacon.
2. The parties agree that the Customer will place orders, and contract directly with Supplier for the purchase of goods and/or services and the Customer hereby acknowledges that:
 - 2.1 Beacon does not resell such goods and/or services provided by a Supplier;
 - 2.2 Beacon does not act as an agent of the Supplier; and
 - 2.3 Beacon does not guarantee performance of the Supplier Contracts by Suppliers.
3. Beacon shall use reasonable endeavours to procure that MyBeacon is available for use by the Customer 24 hours a day, seven days a week, and that the Central Billing Scheme is available for use by the Customer 9.00am to 5.00pm each Business Day, subject to any planned, unscheduled and emergency maintenance of MyBeacon and/or Central Billing Scheme.
4. The Customer shall ensure that its network and systems are capable of using and/or are compatible with MyBeacon.
5. Subject to clause 11.1, Beacon shall not be responsible for any delays, failures (whether in whole or in part) of MyBeacon or the Central Billing Scheme, or for any losses, claims, costs, expenses or damages resulting from any such delays or failures whether caused by Beacon or any third party and the obligations at clause 2.3 shall not apply to the extent that any delay or failure of MyBeacon or the Central Billing Scheme is caused by:
 - 5.1 the Customer’s use of MyBeacon or Central Billing Scheme contrary to Beacon’s instructions;
 - 5.2 the Customer’s failure to comply with clause 2.4; or
 - 5.3 modification or alteration of MyBeacon or the Central Billing Scheme by any party other than Beacon or Beacon’s duly authorised contractors or agents.
6. Beacon shall use reasonable endeavours to procure that the Customer’s use of MyBeacon and/or the Central Billing Scheme will be uninterrupted, but the parties acknowledge that Beacon cannot guarantee this or that MyBeacon and/or the Central Billing Scheme will be error-free or will meet the Customer’s requirements.
7. All Intellectual Property Rights in MyBeacon and the Central Billing Scheme shall be owned by Beacon or its licensors (as the case may be). Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights in respect of MyBeacon or the Central Billing Scheme.

3. Customer’s Obligations

1. The Customer shall, within 14 days of a request from Beacon, provide such information as Beacon may request and ensure that such information is accurate in all material respects and immediately inform and update Beacon if any of the information provided ceases to be accurate.
2. The Customer shall comply with all applicable regulatory requirements in performing its obligations and exercising its rights under the Agreement and warrants that it will not act in a way that will, or is reasonably likely to, put Beacon in breach of any applicable laws, regulations or codes.
3. Unless otherwise agreed in a Supplier Contract, the Customer shall not wholesale goods and/or services received from a Supplier and the Customer hereby acknowledges that a breach of this

	<p>clause 3.3 may constitute a breach of the Agreement and a breach of the relevant Supplier Contract.</p> <ol style="list-style-type: none"> 4. The Customer shall obtain and maintain at its sole expense all approvals, authorisations and licences necessary for the performance of its duties under the Agreement and shall fulfil its obligations pursuant to the Agreement in accordance with applicable law, including (but not limited to): <ol style="list-style-type: none"> 4.1 the Customer shall not engage in any activity, practice or conduct which would constitute an offence under either the Money Laundering, Terrorist Financing and Transfer or Funds information on the Payer) Regulations 2018 (MLR) and/or the Proceeds of Crime Act 2002 (POCA); 4.2 the Customer shall not act contrary to or otherwise unlawfully discriminate, within the meaning and scope of, the Equalities Acts 2006 and 2010, the Human Rights Act 1999 or other relevant or equivalent legislation; 4.3 the Customer shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulation and codes from time to time in force, including the Modern Slavery Act 2015; and 4.4 the Customer shall comply with all applicable laws, regulations and financial sanctions relating to anti-bribery, terrorism and anti-corruption, including the Bribery Act 2010.
<p>4. Affiliates</p>	<ol style="list-style-type: none"> 1. Where it has been expressly agreed in writing with Beacon that the Customer enters into the Agreement for and on behalf of one or more of its Affiliates, the parties agree that: <ol style="list-style-type: none"> 1.1 the Customer shall procure that each of its Affiliates complies with the terms of the Agreement; 1.2 the Customer shall be liable for the acts and omissions of its Affiliate(s); 1.3 the Customer shall be entitled to bring a claim against Beacon in respect of any losses incurred by any Affiliate that arise as a direct result of a breach by Beacon of the terms of the Agreement which, for the purposes of this clause, shall be deemed to be losses of the Customer; 1.4 the Affiliates shall have no right of action against Beacon for any breach of the Agreement or otherwise and any claim for the loss of any Affiliate shall be brought against Beacon by the Customer in accordance with clause 4.1.3; 1.5 if, notwithstanding clauses 4.1.3 and 4.1.4 an Affiliate brings a direct claim against Beacon, the Customer shall indemnify Beacon against all costs, demands and expenses (including legal and other professional expenses) arising out of or in connection with the Affiliate's claim.
<p>5. Subscription Fee</p>	<ol style="list-style-type: none"> 1. In consideration of the Beacon making MyBeacon and the Central Billing Scheme available to the Customer, the Customer shall pay to Beacon the Subscription Fee. 2. The first instalment of the Subscription Fee will be added to the Customer's first invoice generated as part of the Central Billing Scheme. Thereafter, the Subscription Fee will be payable annually on the first day of each Extended Term. 3. Where the Customer is a CBDD (as defined in clause 7.1) customer, the Customer shall pay the Subscription Fee by way of direct debit and hereby authorises Beacon to take payment in accordance with clause 5.2. 4. Where the Customer is a CBO (as defined in clause 7.1) customer, Beacon may invoice the Customer for the Subscription Fee at any time after the Commencement Date (or the first day of each Extended Term, as applicable) and the Customer shall pay such invoice within 30 days of the date of such invoice. 5. Beacon may vary the Subscription Fee at any time on 30 days written notice to the Customer. 6. If the Customer fails to pay the Subscription Fee in accordance with clause 5.1. then, without prejudice to any other rights and remedies available to Beacon, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at a rate of 4% per annum above Barclay's Bank plc's base rate from time to time.
<p>6. Supplier Invoices</p>	<ol style="list-style-type: none"> 1. The price for the goods and/or services provided by a Supplier to the Customer will be as set out in the Supplier's applicable terms and conditions as agreed between Beacon and the Supplier. 2. Unless otherwise stated in the Supplier's applicable terms and conditions, the Supplier may invoice the Customer ("Supplier Invoice") for each order of goods and/or services on or at any time after delivery and/or performance (as applicable), details of which will be provided to Beacon by the Supplier for the purposes of the Central Billing Scheme and Supplier rebate calculations where applicable.

	<ol style="list-style-type: none"> 3 If the Customer disputes a Supplier Invoice, the Customer must raise this direct with the Supplier. Beacon shall not be obliged to assist in resolving disputes. 4 The Customer shall pay Supplier Invoices in accordance with, and subject to, clause 7. 5 Beacon and/or the Supplier (or their authorised representatives) may carry out credit checks on the Customer to establish credit terms which shall be notified to the Customer from time to time. In the absence of any notification from Beacon, the Customer shall settle each Supplier Invoice in accordance with the Central Billing Calendar. 6 Beacon shall be entitled to alter, vary or amend the credit terms referred to in clause 6.5. at any time on written notice to the Customer. The foregoing variation shall take effect from the next subsequent Supplier Invoice following notification. 7 All Supplier Invoices submitted to the Customer shall be deemed approved and properly due and payable by the Customer, unless the Customer notifies Beacon in writing of any dispute between the Customer and the Supplier within the applicable time period as set out in the Central Billing Calendar. 8 Where notice is given by the Customer in accordance with clause 6.7: <ol style="list-style-type: none"> 8.1 the Customer shall use best endeavours to promptly (and in any event within 3 Business Days) resolve the dispute with the Supplier directly; 8.2 the Customer will immediately notify in writing (email) Beacon once the dispute has been resolved; and 8.3 Beacon will not request payment in accordance with clause 7 unless and until Beacon receives notice from the Customer (or the Supplier) that the dispute has been resolved in accordance with clause 6.8.2. 9 The Customer hereby acknowledges that failure to pay a Supplier Invoice in accordance with clause 7 may constitute a breach of the Agreement and a breach of its Supplier Contract.
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<h2>7. Central Billing</h2>	<ol style="list-style-type: none"> 1. The Customer shall use Beacon’s Central Billing Scheme to settle each Supplier Invoice by either a direct debit (“CBDD”) or BACS, CHAPS or faster payments basis (“CBO”), as specified in the Account Opening Form. 2. Where the Customer opts to use the Central Billing Scheme on a CBDD basis, the Customer will be required to complete a direct debit mandate. 3. The Customer shall keep the Central Billing Scheme in funds sufficient to cover all Supplier Invoices due for payment, in line with the Central Billing Calendar. 4. Beacon will pay each Supplier Invoice on behalf of the Customer using funds from the Central Billing Scheme. 5. The Customer acknowledges that Beacon is not required to pay Suppliers in accordance with clause 7.4 where the Customer has failed to comply with clause 7.3. 6. Subject to clause 7.7, where Beacon receives funds into the Central Billing Scheme for a Supplier Invoice which is subsequently settled direct or subject to legal proceedings, the Customer may request that such funds are returned to the Customer. 7. Where Beacon has already transmitted the funds referred to in clause 7.6 to the Supplier, the Customer must seek to recover such funds direct from the relevant Supplier. 8. Without prejudice to the other rights and remedies available to it, Beacon reserves the right to charge the Customer an administration fee of £30 where a Customer’s failure to comply with clause 7.3 causes a direct debit payment to fail. 9. Where the Customer fails to comply with its obligations under this clause 7, Beacon shall be entitled (without prejudice to any of its other rights or remedies) to: <ol style="list-style-type: none"> 9.1 instruct the relevant Supplier(s) to suspend delivery and/or performance of the goods and/or services to the Customer until the Customer has fully remedied its non-compliance; or 9.2 where Beacon is of the opinion (in its sole discretion) that the reason for the Customer failing to comply with its obligations under this clause 7 is due to the financial standing of the Customer, terminate the Agreement immediately on written notice to the Customer.
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<h2>8. PowerPoints</h2>	<ol style="list-style-type: none"> 1. By using the Central Billing Scheme, the Customer is automatically entitled to access the Powerpoint Scheme.
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2. The Customer shall accrue Powerpoints for each payment made via the Central Billing Scheme to Powerpoint Suppliers.
3. The Customer acknowledges that not all Suppliers are Powerpoint Suppliers and that the amount of Powerpoints which can be earned through the purchase of goods and/or services will differ among the various Powerpoint Suppliers.
4. The Customer can view how many Powerpoints it has accrued at any time via MyBeacon.
5. Subject to clause 8.9, the Customer may redeem Powerpoints as credits for:
 - 5.1 the Subscription Fee;
 - 5.2 any Supplier Invoice paid through the Central Billing Scheme; or
 - 5.3 a cash payment.
6. In order to exercise its rights under clause 8.5, the Customer must notify Beacon by way of email to CentralBilling@beaconpurchasing.co.uk including details of how many Powerpoints it wishes to redeem and what the Powerpoints are to be redeemed against. Beacon shall email the Customer to either confirm that its request has been completed or to request further information in order to complete the request.
7. Where the Customer has opted to redeem its Powerpoints in accordance with clauses 8.5.1 or 8.5.2, the Powerpoint credits shall be shown as a deduction from the amount due from the Customer in the next undisputed invoice issued to the Customer following confirmation that the request has been completed in accordance with clause 8.6.
8. Where the Customer has opted to redeem its Powerpoints in accordance with clause 8.5.3, Beacon shall credit the Customer's Bank Account with the value of the Powerpoints redeemed.
9. Beacon reserves the right to withhold redemption of Powerpoints in the event that any sums are due and outstanding from the Customer in respect of the Subscription Fee or any Supplier Invoice.
10. On termination or expiry of the Agreement:
 - 10.1 Powerpoints may be redeemed in accordance with this clause 8 for a period of 30 days from the effective date of termination, after which point they will be automatically forfeited; and
 - 10.2 Beacon reserves the right to redeem the Customer's Powerpoints for a credit against the Subscription Fee in lieu of contractual notice.

9. Data Protection

1. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data by the Data Discloser for the Agreed Purposes.
2. Each party shall comply with all obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice by the other party, give grounds to the other party to terminate the Agreement with immediate effect.
3. Each party shall:
 - 3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 3.2 give full information to any data subject whose personal data may be processed under the Agreement of the nature of such processing. This includes giving notice that, on the termination of the Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assigns;
 - 3.3 process the Shared Personal Data only for the Agreed Purposes;
 - 3.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 3.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data which are no less onerous than those imposed by the Agreement;
 - 3.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - 3.7 not transfer any personal data received from the Data Discloser outside the European Economic Area without the prior written consent of the Data Discloser (not to be unreasonably withheld or delayed).
4. Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation.

<p>10. Warranties</p>	<ol style="list-style-type: none"> 1. The Customer warrants and represents that the Customer has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of the Agreement. 2. The Customer warrants and represents that the Customer has obtained all required or desirable authorisations to enable it to enter into, exercise the rights and comply with its obligations in the Agreement. 3. The Customer warrants and undertakes that the information provided in the Account Opening Form and any direct debit mandate is accurate, up to date and sufficient to enable payment to be taken.
<p>11. Limitation of Liability</p>	<ol style="list-style-type: none"> 1. Nothing in the Agreement limits any liability which cannot legally be limited, including (but not limited to) liability for: <ol style="list-style-type: none"> 1.1 death or personal injury caused by negligence; 1.2 fraud or fraudulent misrepresentation; and 1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession). 2. Subject to clause 11.1, under no circumstances shall Beacon be liable for: <ol style="list-style-type: none"> 2.1 loss of profits; 2.2 loss of sales or business; 2.3 loss of agreements or contracts; 2.4 loss of anticipated savings; 2.5 loss of use or corruption of software, data or information; 2.6 loss of or damage to goodwill; or 2.7 indirect or consequential loss. 3. Subject to clauses 11.1 and 11.2, Beacon's total liability to the Customer (and its Affiliate(s)) in respect of losses arising under or in connection with the Agreement whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Subscription Fee. 4. The Customer hereby acknowledges and agrees that Beacon is not liable for any acts or omissions of Suppliers and that Beacon shall not in any way be liable for any loss, damage, claim, expense suffered or incurred by the Customer in connection with the Supplier Contract.
<p>12. Termination</p>	<ol style="list-style-type: none"> 1. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if: <ol style="list-style-type: none"> 1.1 the other party commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so; 1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; 1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or 1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy. 2. Without affecting any other right or remedy available to it, Beacon may terminate the Agreement with immediate effect by giving written notice to the Customer if: <ol style="list-style-type: none"> 2.1 the Customer has opened an account but has not purchased any goods and/or services from a Supplier for 6 consecutive months; 2.2 the Customer fails to pay the Subscription Fee in accordance with clause 5; 2.3 the Customer fails to comply with clause 7.3; or 2.4 there is a change of control of the Customer. 3. On termination of the Agreement: <ol style="list-style-type: none"> 3.1 the Customer shall not be entitled to a refund of any Subscription Fee paid in advance; 3.2 Beacon shall pay monies held in the Central Billing Scheme on behalf of the Customer at the effective date of termination over to the relevant Supplier in accordance with clause 7.

	<p>4. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.</p> <p>5. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.</p>
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<p>13. General</p>	<p>1. Force Majeure. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a Force Majeure Event.</p> <p>2. Assignment and other dealings.</p> <p>2.1 Beacon may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.</p> <p>2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Beacon.</p> <p>3. Confidentiality.</p> <p>3.1 The Customer undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Beacon, except as permitted by clause 13.3.2.</p> <p>3.2 The Customer may disclose Beacon’s confidential information to (i) its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Customer’s obligations under the Agreement. The Customer shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses Beacon’s confidential information comply with this clause 13.3, and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.</p> <p>3.3 The Customer shall not use Beacon’s confidential information for any purpose other than to perform its obligations under the Agreement.</p> <p>4. Entire Agreement.</p> <p>4.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relation to its subject matter.</p> <p>4.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.</p> <p>5. Variation.</p> <p>5.1 Subject to clause 13.5.2, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).</p> <p>5.2 Beacon shall be entitled to vary the Agreement at any time on written notice (Notice) to the Customer. Where Beacon exercises its rights under this clause 13.5.2, any variation will take effect on the 31st day following the date of the Notice.</p> <p>5.3 Where the Customer objects to any variation made by Beacon in accordance with clause 13.5.2, it may within 14 days of the date of the Notice give no less than six months’ written notice to Beacon to terminate the Agreement and the proposed variation shall not take effect within this period.</p> <p>6. Waiver. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any rights or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.</p> <p>7. Severance. If any provision or part-provision of the Agreement 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 the Agreement.</p> <p>8. Notices.</p>
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- 8.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to support@beaconpurchasing.co.uk
- 8.2 Any notice shall be deemed to be received (i) if delivered by hand, on signature of a delivery receipt or at the time the notice left at the proper address, (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Days after posting or at the time recorded by the delivery service, and (iii) if sent by email at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when business hours resume. In this clause 13.8.2, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
9. **Third Party Rights.** Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
10. **Governing Law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

1. The following Definitions shall apply in the Agreement:

Agreed Purposes: (i) to manage the relationship between the Customer and Beacon, (ii) to enable the Customer to use Beacon's web platform and Central Billing Scheme, (iii) to enable both parties to exercise their rights and fulfil their obligations under the Agreement, and (iv) to manage the relationship between the Customer and Beacon and a Supplier;

Agreement: the Account Opening Form signed by the Customer and these terms and conditions;

Account Opening Form: the account opening form signed by the Customer to sign up to use Beacon's web platform and Central Billing Scheme.

Affiliate: a subsidiary or holding company of either party where **holding company** or **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;

Beacon: Interchange & Consort Hotels Limited (t/a Beacon) registered in England under company number 1002192 and whose registered office is at Consort House, Amy Johnson Way, Clifton Moor, York, YO30 4GP;

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Central Billing Calendar: Beacon's calendar of events detailing the dates on which statements will be issued, dispute weeks commence, and end and direct debits will be applied for as updated from time to time and published on MyBeacon;

Central Billing Scheme: Beacon's system established and administered by Beacon (or its authorised agents) to facilitate the Customer's payment of sums due to a Supplier and/or Suppliers pursuant to a Supplier Contract;

Customer: the company, organisation or person named in the Account Opening Form to which these terms and conditions are incorporated;

Customer's Bank Account: the bank account which the Customer uses for the purposes of the Central Billing Scheme;

Default Credit Terms: Beacon's default credit terms and specified in the Central Billing Calendar and direct debit mandate;

Force Majeure Event: means any circumstance not within a party's reasonable control including (but not limited to):

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

14. Definitions and Interpretation

- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority form, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

MyBeacon: a personalised online resource provided by Beacon to the Customer enabling the Customer to access their Beacon account details;

Permitted Recipients: the parties to the Agreement, the employees of each party, any third parties engaged to perform obligations in connection with the Agreement and Suppliers;

Powerpoint: a point awarded as part of the Powerpoint Scheme;

Powerpoint Scheme: Beacon's discretionary loyalty scheme to reward loyalty and commitment to Beacon and Suppliers, further details and rules of the scheme can be accessed via MyBeacon as varied by Beacon from time to time;

Powerpoint Suppliers: Suppliers who have chosen to participate in the Powerpoint Scheme, a list of which can be found in the online supplier directory on the Beacon website www.beaconpurchasing.co.uk as varied and updated from time to time;

Retail Prices Index: the Retail Prices Index (all items) as published by the Office for National Statistics or, if no longer published, any similar or replacement index as appropriate (in Beacon's sole discretion);

Shared Personal Data: the personal data to be shared between the parties under clause 9. Shared Personal Data shall be confined to the following categories of information:

- contact details of the Customer's and Beacon's employees;
- contact business address where applicable;
- Customer spend and product information

Subscription Fee: the annual subscription fee payable by the Customer for access to the Beacon negotiated prices and the Beacon approved Supplier network, use of MyBeacon and the Central Billing Scheme as communicated by Beacon to the Customer from time to time;

Supplier: suppliers who have agreed with Beacon to allow customers to pay for goods and services through the Central Billing Scheme. The list of participating suppliers may change from time to time without notice to the Customer;

Supplier Contract: the contract made between the Customer and a Supplier for the purchase of goods and/or services;

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and the terms **controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures** shall have the meanings given to them in the UK Data Protection Legislation.

2. Interpretation in the Agreement:
 - 2.1 clause and paragraph headings shall not affect the interpretation of the Agreement. References to clauses and paragraphs are to clauses and paragraphs of the Agreement;
 - 2.2 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

2.3 a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality).