

ServicePoint and ServicePoint Tyres Terms and Conditions

BACKGROUND

The Company operates the ServicePoint and ServicePoint Tyres products which enables Allstar customers to manage vehicle-related bookings and authorisations for goods, services, maintenance and repairs and tyres. ServicePoint and/or ServicePoint Tyres provide customers with access to portals whereby vehicle management facilities are recorded and processed. As a user of ServicePoint and/or ServicePoint Tyres, the Customer has access to the Allstar Garage Network of Suppliers for the supply of a range of vehicle-related Goods and Services and will access the agreed rates (labour rate, parts discount and fluid prices) negotiated by the Company with Suppliers. The Company will settle payment directly with the Supplier for work carried out through ServicePoint and/or ServicePoint Tyres and the Company will invoice the Customer.

The Customer's attention is particularly drawn to the provisions of clause 12, which limits the Company's liability. These terms and conditions apply to the Customer's use of ServicePoint and/or ServicePoint Tyres.

1 INTERPRETATION

1.1 In these terms and conditions, the following definitions apply:

Agreement means the agreement between the Customer and the Company formed by the Customer's acceptance of the Terms and Conditions and includes the completed Application Form and any Contracts.

Allstar Garage Network means a network of third-party service centres Allstar's suppliers and contractors, providing servicing, maintenance and repair to the Customer, with whom the Company has an agreement and whose services are provided via ServicePoint and ServicePoint Tyres.

Ancillary Charges means any reasonable administration fees, charges or other similar fees charged by the Company in relation to the Customer's account.

Application Form means a form capturing the Customer's details, including a direct debit mandate, in order to register to access ServicePoint and/or ServicePoint Tyres.

Authorise or Authorisation means a response by the Customer or the Maintenance Controller on behalf of the Customer to authorisation requests or requests for information in relation to Goods and Services through ServicePoint and/or ServicePoint Tyres.

Contract means a contract created by an Authorisation of an order made for Goods and/or Services from a Supplier through ServicePoint and/or ServicePoint Tyres and which incorporates the Terms and Conditions.

Consequential Losses means losses that are not a direct result of anyone breaking any of the terms of the Agreement, including but not limited to costs or other expenses whatsoever, even if such losses were reasonably foreseeable at the time of the Agreement or the party had been advised of the possibility of such losses being incurred.

Company means Allstar Business Solutions Limited with company number 02631112, whose registered office is at PO Box 1463, Canberra House, Lydiard Fields, Great Western Way, Swindon, SN5 6PS.

Customer means the account holder set out in the completed Application Form acting in the course of its business and in whose name the account is held and maintained, including employees, sub-contractors or any other person acting on behalf of the Customer authorised to use the account.

Customer Information means any data specific to the Customer or provided by the Customer or which the Customer inputs into or transmits via ServicePoint and/or ServicePoint Tyres.

Goods means the goods (or any part of them) set out in the Contract purchased using ServicePoint and/or ServicePoint Tyres including but not limited to, batteries, exhausts, windscreen replacements and tyres.

Information means the visual, textual or other information published or otherwise made available (directly or indirectly) as a consequence of using the Service.

Invoice means an electronic invoice sent by the Company to the Customer (in substitution of a paper invoice). A paper invoice can be requested by the Customer but are sent solely at the discretion of the Company.

Maintenance Controller means an individual or organisation appointed by the Company to provide advisory services on behalf of and to the Customer.

Managed Customer means a Customer whose has agreed that Authorisations are carried out by a Maintenance Controller on the Customer's behalf.

Services means vehicle related services set out in the Contract purchased using ServicePoint and/or ServicePoint Tyres including but not limited to Service, Maintenance, Repair and tyres arranged through ServicePoint and/or ServicePoint Tyres, advisory services and other services the Company may include from time to time.

Service, Maintenance and Repair means vehicle-related services for the servicing, maintenance, repair and tyres of the Customer's vehicles by Suppliers.

ServicePoint means the website operated by the Company, which is password protected, or any other website the Company authorises the Customer to access in connection with the Agreement, to interact with Suppliers who provide the Goods and/or Services to the Customer.

ServicePoint Tyres means a separate ServicePoint Tyres website for tyres sale, fitting and repairs operated by the Company, which the Customer can access in connection with the Agreement to interact with Suppliers who provide tyres and tyres related services.

ServicePoint Website Terms of Use means the terms governing the Customer's access and use of ServicePoint. **ServicePoint Tyres Website Terms of Use** means the terms governing the Customer's access and use of ServicePoint Tyres.

Supplier means a supplier, contractor or service centre registered to ServicePoint and/or ServicePoint Tyres and a member of the Allstar Garage Network who provides the Goods and/or Services.

Terms and Conditions means these terms and conditions, as updated from time to time, governing the purchase of the Goods and/or Services including the Service, Maintenance and Repair from a Supplier through ServicePoint and/or ServicePoint Tyres.

Vehicle Registration Number means a unique vehicle identifier that is used by ServicePoint and/or ServicePoint Tyres to associate a vehicle to a Customer.

2 USING SERVICEPOINT AND/OR SERVICEPOINT TYRES

2.1 Use of ServicePoint and/or ServicePoint Tyres by the Customer for the purchase of the Goods and/or Services constitutes acceptance of these Terms and Conditions which supersede and shall be taken to override any terms and conditions proposed or stipulated by the Customer. All quotations, offers and/or tenders are made, and all orders using ServicePoint and/or ServicePoint Tyres are accepted by the Customer subject to these Terms and Conditions.

2.2 All prices quoted are subject to alteration or withdrawal by the Company from time to time without notice. No Contract is created between the Company and the Customer until the Company has duly processed the documentation relating to the Contract and all prior correspondence or oral communications are to be regarded as superseded and not forming part of the Contract.

2.3 All drawings, brochures, descriptive matter, price lists or advertisements, howsoever supplied, are approximate only and intended for general guidance and information purposes only and shall not form part of the Contract. The Customer acknowledges and confirms that it has not entered into the Contract in reliance upon any representation or warranty or other undertakings not fully reflected in terms of the Contract. These Terms and Conditions shall apply to all orders made through ServicePoint and/or ServicePoint Tyres by the Customer, unless the Company notifies the Customer otherwise.

2.4 The Company reserves the right to amend these Terms and Conditions from time to time, and the Customer shall be subject to the Terms and Conditions that are in force at the time that ServicePoint and/or ServicePoint Tyres are used to purchase Goods and/or Services.

2.5 The Customer warrants that any Customer Information or Information provided by the Customer (whether stored on or sent via ServicePoint and/or ServicePoint Tyres to the Company is accurate, complete and correct.

2.6 The Customer agrees that any computer files or Information sent or received to or from the Company electronically shall be in the format defined by the Company and using any specific transmission method defined by the Company.

2.7 As the Company has no control over the Customer Information which can be transmitted by the Customer using the ServicePoint and/or ServicePoint Tyres and as the Company does not examine the Customer Information being sent or uploaded, the Company therefore excludes all liability of any kind for:

2.7.1 the transmission or receipt of any Information via the Service or accuracy or quality of any such Information;

2.7.2 any Information or any other material published or otherwise made available by the Customer or any other person via the Service.

3 PURCHASE OF GOODS AND/OR SERVICES AND PRICING

3.1 Supplies of Goods and/or Services acquired through ServicePoint and/or ServicePoint Tyres by the Customer shall be invoiced at the price shown on the Customer's receipt plus any Ancillary Charges. Full details of all costs and charges shall be made clear to the Customer before the Customer enters into a Contract. VAT, if applicable, will be added to the Customer Invoice.

4 INVOICES

4.1 Invoices will be sent to the Customer within the agreed timescales between the Company and the Customer, detailing all purchases of Goods and/or Services made using ServicePoint and/or ServicePoint Tyres attributable to the Customer's account and which have been processed as at the date of the raising of the relevant Invoice, plus any Ancillary Charges. No invoice will be sent if no purchases of Goods and/or Services have been made

in a relevant period and there are no Ancillary Charges.

5 PAYMENT

5.1 Payment of each Invoice shall be made in one payment by the Customer in full and in cleared funds by direct debit, within 7 days (or such other period that the Company has agreed with the Customer in writing) ("Payment Due Date") of the date of the Invoice in accordance with the payment terms detailed on the relevant Invoice.

6 INTEREST AND CHARGES

6.1 If the Customer does not pay any amount by the Payment Due Date, the Company may charge interest at a rate of 5% over the National Westminster Bank Plc base rate. Interest is calculated on a day-to-day basis on any amount outstanding on the Payment Due Date (including unpaid interest) and also on any Goods and/or Services purchased via ServicePoint and ServicePoint Tyres by the Customer but not yet invoiced until the Customer pays the outstanding invoice in full.

6.2 The Company may also charge a late payment fee. Alternatively, the Company may charge interest and late payment fees under the Late Payment of Commercial Debts (Interest) Act 1988 and the Late Payment of Commercial Debts Regulations 2002 (and any amendments to these statutory provisions). The Company will continue to charge interest until the Customer has paid the amount due, whether or not the Agreement has ended or a court judgment has been made. If any amount is still unpaid more than 7 days after the Payment Due Date, the Company may cancel the Customer's access to ServicePoint and ServicePoint Tyres and end the Agreement.

6.3 The Company may prevent access to ServicePoint and ServicePoint Tyres on a temporary stop the day that any payment becomes overdue. The Company may charge the Ancillary Charges if the Company does not receive a payment because there is not enough money in the Customer's account to cover the direct debit or because the Customer has cancelled the direct debit or if for any other reason that is not the Company's fault, the Company is unable to collect a payment due by direct debit.

7 SERVICEPOINT & SERVICEPOINT TYRES

7.1 The Customer will be given access to ServicePoint and ServicePoint Tyres, and the Customer should use ServicePoint and/or ServicePoint Tyres to purchase Goods and/or Services from the Suppliers. It is the Customer's responsibility to maintain appropriate details of all information shared with Suppliers, in particular Vehicle Registration Numbers, when using ServicePoint and/or ServicePoint Tyres. The Customer must adhere to the ServicePoint and/or ServicePoint Tyres Website Terms of Use. In addition the Customer may also be given access credentials to manage data transfers for ServicePoint and/or ServicePoint Tyres. The Company may at any time withdraw the Customer's permission to access ServicePoint and/or ServicePoint Tyres. The Customer must inform the Company immediately if there is any reason to believe that any access credentials have become known to someone not authorised to use them or if any access credentials are being or are likely to be used in an unauthorised way.

8 OPTIONAL SERVICES

8.1 Notwithstanding clause 11, the Managed Customer acknowledges and agrees that any optional services may attract Ancillary Charges. The Company shall not be required to compensate the Managed Customer for loss caused by anything beyond the Company's reasonable control and therefore as the Company has no control over the information which can be transmitted through ServicePoint and/or ServicePoint Tyres and it therefore excludes all liability of any kind for the Authorisation, transmission or reception of any information through ServicePoint and/or ServicePoint Tyres or accuracy or quality of any such information.

9 BREACH

9.1 If the Company finds that the Customer has given false or incomplete information, or that the Customer has broken any of the terms and conditions of the Agreement, the Company will demand that payment of any money owed to the Company immediately. The Customer shall indemnify the Company against any and all claims, losses, costs, penalties, expenses and liabilities which the Company may suffer or incur which in any way, directly or indirectly, arising from or relating to any claim whether in contract, delict or tort (including negligence or breach of statutory duty) in respect of the use of ServicePoint and/or ServicePoint Tyres.

10 NOTICE

10.1 The Customer must tell the Company immediately in writing if the Customer's name, address or bank details change. The Company will assume that any information that is sent by pre-paid post to the address the Company currently holds for the Customer is deemed delivered the day after it has been posted (not including Sundays or bank holidays). The Customer must advise the Company of the email addresses that should be used to contact the Customer and, if different, for the Company to send invoices to the Customer. It is the Customer's responsibility to keep this information up to date and to advise the Company of any changes. The Company may charge Ancillary Charges if the Customer does not advise the Company of any changes to the Customer's details.

11 WARRANTY

11.1 The Customer acknowledges that the Company sub-contracts the supply of the Goods and/or Services including Service, Maintenance and Repair to the Suppliers.

11.2 The Customer agrees that in the event of no Authorisation by the Customer of a Contract for the supply of Goods and/or Services via ServicePoint and/or ServicePoint Tyres within 60 minutes of it being received, the Maintenance Controller will Authorise and enter into a Contract on the Customer's behalf.

11.3 The Company warrants that on delivery, the Services shall be:

11.3.1 performed with reasonable level of care, skill and diligence in accordance with Supplier's practice in its industry, profession or trade;

11.3.2 free from defects in workmanship, installation and design (within the meaning of the Supply of Goods and Services Act 1982); and

11.3.3 performed in a timely manner.

11.4 The Company warrants that on delivery the Goods shall be:

11.4.1 free from material defects in design, material and workmanship; and

11.4.2 of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and/or Supply of Goods and Services Act 1982).

11.5 The Company will, to the extent permissible, pass on to the Customer the benefit of any warranty given by the Supplier and the manufacturer of any Goods, subject to the following conditions:

11.5.1 the Customer provides the Company and the Supplier notice in writing, within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out above;

11.5.2 the Company or the Supplier are given a reasonable opportunity to examine such Goods; and

11.5.3 the Customer (if requested by the Company do so) returns such Goods to the Supplier's place of business.

11.6 The Customer may reject the Goods and/or Services if they do not comply with the warranties set out above provided that the Customer gives to the Company notice in writing within a reasonable time of discovery that the Goods and/or Services do not comply with the warranties set out above.

11.7 The Company shall, at its sole discretion:

11.7.1 re-perform the Services or refund the price of the Services in full; or

11.7.2 repair or replace the defective Goods or refund the price of the defective Goods in full.

11.8 The Company shall not be liable for any failure to comply with the warranties set out in this clause in any of the following circumstances:

11.8.1 the Customer makes any further use of such Goods and/or Services after giving notice in writing that the Goods and/or Services do not comply with the warranties;

11.8.2 such Goods are altered or repaired by or on behalf of the Customer without the Company's written permission; or

11.8.3 the defect arises as a result of fair wear and tear, wilful damage, negligence, abuse or abnormal working conditions.

11.9 The terms of this clause 11 shall continue in force notwithstanding the termination of the Agreement.

12 LIMITATION OF LIABILITY: CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Except as expressly provided in the Agreement, all warranties, statements, terms and conditions or undertakings which may be implied by statute, common law, custom or trade or otherwise are hereby excluded, and this clause 12 specifies the entire liability of the Company, including liability for negligence.

12.2 The Company's total aggregated liability in respect of all losses arising under or in connection with the Agreement in respect of particular Goods and/or Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of such Goods and/or Services.

12.3 The conditions implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

- 12.4 If the Company fails to comply with any term of the Agreement or is negligent, the Customer will be entitled, subject to the exclusions of liability as set out in this clause, to recover compensation from the Company for any costs the Customer has suffered. However, whilst the Customer acknowledges that the Company accepts liability for death and personal injury caused by its negligence, and fraudulent misrepresentation, the Company shall not be required to compensate the Customer for loss caused by anything beyond its reasonable control and therefore the transmission or receipt of any information via the ServicePoint and/or ServicePoint Tyres and/or accuracy or quality of any such information is specifically excluded. The Company shall not be liable whether in contract, tort or otherwise for the acts or omissions of other providers of telecommunications services or faults in or failures of their or the Customer's apparatus.
- 12.5 Subject to the exclusions of liability as set out in this clause 12, neither party shall be liable in contract, tort or otherwise for loss of profits or loss of data, nor any special, indirect or Consequential Losses, costs or other expenses whatsoever, even if such loss was reasonably foreseeable or the party had been advised of the possibility of such losses being incurred.
- 12.6 Subject to the exclusions of liability as set out in this clause 12, the Company shall indemnify the Customer against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of ServicePoint and/or ServicePoint Tyres (excluding any third party systems) by the Customer during the term of the Agreement infringes the Intellectual Property Rights of the said third party ("Intellectual Property Infringement") provided that:
- 12.6.1 the Customer gives notice to the Company of any Intellectual Property Infringement as soon as it becomes aware of such Intellectual Property Infringement; and
- 12.6.2 the Customer gives the Company the sole conduct of the defence, claim or action in respect of any Intellectual Property Infringement and not at any time admit liability or otherwise attempt to settle or compromise said claim or action, except upon the Company's express instructions; and
- 12.6.3 the Customer acts in accordance with reasonable instructions and gives such assistance that the Company shall reasonably require in respect of the conduct of said defence.
- 12.7 The Company shall have no liability to the Customer in respect of any Intellectual Property Infringement to the extent that it is due to any unauthorised alterations, modifications or adjustments to ServicePoint and/or ServicePoint Tyres without the Company's prior written consent. The terms of this clause 12 shall continue in force notwithstanding the termination of the Agreement.
- 13 TERMINATION**
- 13.1 Either party may terminate the Agreement at any time by giving not less than 30 days' prior written notice to the other party.
- 13.2 The Company shall be entitled to treat the Agreement and/or the Contract as terminated with immediate effect and without notice in the event that:
- 13.2.1 the Customer is in breach of any of these Terms and Conditions;
- 13.2.2 if the Customer goes into, or is perceived by the Company as likely to enter into, receivership, administration, bankruptcy, liquidation or similar proceedings, or makes any arrangement with its creditors, or any other event occurs which, in the opinion of the Company, may affect the ability of the Customer to comply with any or all of its obligations or meet any of its liabilities under these Terms and Conditions;
- 13.2.3 the Customer receives a credit reference (which the Customer hereby agrees that the Company may carry out from time to time in relation to the Customer) which is, in the Company's opinion, unsatisfactory;
- 13.2.4 the Customer undergoes a change of control (where "control" means the ability, directly or indirectly, to direct the affairs of another (whether by means of ownership, contract or otherwise)). The Customer agrees to notify the Company no later than 14 days before any change of control of it occurring; or
- 13.2.5 the Customer receives notification from its insurers that credit insurance cover has been reduced or withdrawn from the Customer.
- 13.3 The Company may cancel or suspend ServicePoint and/or ServicePoint Tyres at any time without notice and reserves the right to refuse to reinstate ServicePoint and/or ServicePoint Tyres.
- 13.4 In the event of termination of the Agreement:
- 13.4.1 the Customer shall cease using ServicePoint and/or ServicePoint Tyres;
- 13.4.2 the whole outstanding balance of the Customer's account shall become due and payable in full to the Company; and
- 13.4.3 the right of the Customer to use ServicePoint and/or ServicePoint Tyres shall terminate (but without prejudice to the Customer's liability for the use of ServicePoint and/or ServicePoint Tyres after termination or to the rights of the Company already accrued at the date of such termination).
- 14 ASSIGNMENT AND OTHER DEALINGS**
- 14.1 The Company may transfer all of its rights and responsibilities under the Agreement. This may include the right to collect any debt owed to the Company. If the Company transfers its rights and obligations under the Agreement to a third party, it will charge a reasonable administration fee for collecting any outstanding debt. The third party will use the account details provided by the Customer to collect the debt. To perform its obligations under the Agreement, the Company may appoint agents who may be other companies in the Company's group of companies or any other third party. An agent will be entitled to any of the Company's rights under the Agreement. The Customer must not transfer the Agreement without the Company's written permission. If the Customer's business changes significantly at any time during the Agreement, the Company shall have the right to terminate the Agreement immediately.
- 15 VARIATION & WAIVER & SEVERANCE**
- 15.1 No variation of the Agreement requested by the Customer shall be effective unless it is in writing and signed by a duly authorised representative of the Company. 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 right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. 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 that 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 15 shall not affect the validity and enforceability of the rest of the Agreement.
- 16 CONFIDENTIALITY**
- 16.1 Subject to clause 18, all information supplied by the Customer or the Company in connection with the Agreement shall be kept in the strictest confidence and shall not be disclosed to any third party unless required by the laws of any competent jurisdiction or by any national or international regulatory authority or is necessary for the proper performance of its respective obligations. This obligation of confidentiality will not apply to any information which is in the public domain or was known by the recipient prior to disclosure.
- 17 DATA PROTECTION**
- 17.1 In this clause 17, the following definitions apply:
- "Categories of Data Subject" has the meaning as set out in the Data Protection Appendix.
- "Data Protection Appendix" means the data protection appendix which forms part of the Agreement.
- "Data Protection Legislation" means the UK General Data Protection Regulation as in force from time to time (UK GDPR), Data Protection Act 2018 and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom and any orders and binding guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales;
- "Data Subject" has the meaning given to it in the Data Protection Legislation.
- "Duration of Processing" has the meaning as set out in the Data Protection Appendix.
- "Nature of Processing" has the meaning as set out in the Data Protection Appendix.
- "Personal Data" has the meaning given to it in the Data Protection Legislation.
- "Purpose of Processing" has the meaning as set out in the Data Protection Appendix.
- "Subject Matter of Processing" has the meaning as set out in the Data Protection Appendix.
- "Types of Personal Data" has the meaning as set out in the Data Protection Appendix.
- 17.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 sets out the obligations and responsibilities of the Customer and the Company in respect of data protection but is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 17.3 Save for as set out in clauses 17.12 and 17.13, the parties acknowledge that in respect of the processing of Personal Data on behalf of the Customer, then for the purposes of the Data Protection Legislation, the Customer is the data controller and the Company is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation) and the following clauses 17.4 to and including clause 17.11 shall apply to such relationship.
- 17.4 Save in respect of clauses 17.12 and 17.13, where the Company processes Personal Data as a data processor on behalf of the Customer then for the purposes of the Data Protection Legislation the Customer and the Company agree that:
- 17.4.1 the subject matter of the processing is the Subject Matter of Processing;
- 17.4.2 the nature of the processing is the Nature of Processing;
- 17.4.3 the purpose of the processing by the Company is the Purpose of Processing;
- 17.4.4 the duration of the processing is the Duration of Processing;
- 17.4.5 the type(s) of Personal Data to be processed are the Types of Personal Data; and
- 17.4.6 the categories of Data Subject are the Categories of Data Subject. As defined in the Data Protection Appendix.
- 17.5 The Customer will ensure that it has all necessary appropriate consents or other lawful basis and notices in place (including on any Software) to enable the lawful transfer of the Personal Data to the Company and all relevant sub-processors (including the Suppliers) for the duration and purposes of the Agreement.
- 17.6 The Customer acknowledges that not all Types of Personal Data will be provided for the ServicePoint and/or ServicePoint Tyres and as such the Customer agrees that it will only provide Personal Data which is actually required for the ServicePoint and/or ServicePoint Tyres and will not provide the Company with any additional or unnecessary Personal Data.
- 17.7 Without prejudice to the generality of clause 17.2, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under the Agreement:
- 17.7.1 process that Personal Data only on the written instructions of the Customer (which for the avoidance of doubt includes the provisions and obligations included in the Agreement), unless the Company is required by the law or by the laws applicable to the Company to process Personal Data (Applicable Laws). Where the Company is relying on Applicable Laws as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;
- 17.7.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures and such measures may include those set out in Article 32 of the GDPR;
- 17.7.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 17.7.4 not transfer any Personal Data outside of the United Kingdom and the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 17.7.4.1 the Customer or the Company has provided appropriate safeguards in relation to the transfer;
- 17.7.4.2 the Data Subject has enforceable rights and effective legal remedies;
- 17.7.4.3 the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 17.7.4.4 the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 17.7.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject to exercise their rights under the Data Protection Legislation;
- 17.7.6 assist the Customer, at the Customer's cost, in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, subject always to the nature of processing and the information available to the Company;
- 17.7.7 notify the Customer within 1 Business Day of becoming aware of a Personal Data breach;
- 17.7.8 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by applicable laws to store the Personal Data;
- 17.7.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 17;
- 17.7.10 allow for audits by the Customer or the Customer's designated auditor on reasonable notice and assist with such audits; and
- 17.7.11 immediately inform the Customer if the Company is asked to do something which infringes the Data Protection Legislation.
- 17.8 The Customer acknowledges that in order to provide the ServicePoint and/or ServicePoint Tyres and in order to obtain the benefit of the ServicePoint and/or ServicePoint Tyres, Suppliers will have access to the relevant Personal Data. The Customer consents to the Company providing such other Suppliers with access to the Personal Data in order to provide the ServicePoint and/or ServicePoint Tyres. The Company confirms that it will enter into a written agreement with the Suppliers which includes as a minimum the contractual terms which are required to be included under the Data Protection Legislation. Personal Data may be shared with the Supplier's group of companies for reporting, management and improvement purposes.
- 17.9 The Customer consents to the appointment of other members of the Company's group of companies as third party processors of the Personal Data. The Company confirms that it will enter into a written agreement with the other members of the Company's group of companies which will include as a minimum the contractual terms which are required to be included under the Data Protection Legislation. For the purposes of this clause 17, the Company's group of companies includes the Company's ultimate holding company along with its subsidiaries.
- 17.10 Save as set out in clauses 17.8 and 17.9, the Company shall obtain the Customer's prior written consent to any other appointment of a sub-processor and the Company confirms it will enter into a written agreement with any sub-processors, such agreement to include as a minimum the contractual terms which are required to be included under the Data Protection Legislation.
- 17.11 As between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to clauses 17.8 to 17.10.
- 17.12 The parties acknowledge that for the purposes of the Data Protection Legislation, and in respect of the business contact details of the Customer's employees, agents and sub-contractors who are using ServicePoint and/or ServicePoint Tyres on behalf of the Customer, the Company will act as data controller and shall process such Personal Data only for the purposes of contract administration, providing the ServicePoint and ServicePoint Tyres and for marketing. In order to provide the ServicePoint and/or ServicePoint Tyres the Company may disclose such Personal Data to the Suppliers and to other members of the Company's group of companies.
- 17.13 The parties acknowledge that for the purposes of the Data Protection Legislation, and in respect of the business contact details of other Supplier's users, employees, agents and sub-contractors who are using the Service Point on behalf of the relevant Suppliers, the Company will act as Data Controller and the Customer will act as Data Processor, to the extent that such Personal Data is transferred to the Customer in order for the relevant Suppliers and the Customer to use the ServicePoint and/or ServicePoint Tyres. To that extent, the provisions in clauses 17.7.1 to and including 17.7.11 shall be obligations on the Customer, and references in those clauses to "the Company" shall be read as "the Customer" and references to "the Customer" shall be read as "the Company". In addition the Customer may not appoint any sub-processors without the prior written consent of the Company and the Customer confirms it will enter into a written agreement with any sub-processors, such agreement to include as a minimum the contractual terms which are required to be included under the Data Protection Legislation. For the purpose of this clause only:
- 17.13.1 the subject matter, nature and purpose of processing is that the processing of such Personal Data is required for the Customer and Suppliers to obtain the benefit of the Service;
- 17.13.2 the duration of the processing is for the duration of the Agreement;
- 17.13.3 the types of Personal Data include full name, usernames, telephone number(s), email address(es), address(es), details of employer and job title; and
- 17.13.4 the categories of Data Subject are the users, employees, agents and sub-contractors of other Suppliers of Service Point and ServicePoint Tyres.
- 17.14 The Customer Personal Data may be shared with the Supplier's group of companies for reporting, management and improvement purposes.
- 17.15 The Customer acknowledges that the Customer Personal Data will be passed to and processed by the Company, epxy Limited (company number 04087715 with registered office at Heath Farm, Hampton Lane, Meriden, Coventry, CV7 7LJ) and third party contractors as appointed by the Company to act as sub-processors to process the Customers Personal Data under the Agreement. The Company will procure that each party complies with their obligations under the Data Protection Legislation. The Company shall remain fully liable for all acts or omissions of any third-party processor appointed by the Company. The Company may use any other non-personal data (e.g. Service, Maintenance and Repair data) for reporting, analysis and benchmarking purposes. Each party agrees to indemnify and keep indemnified the other fully and effectively against all actions, proceedings, claims demands, damages and costs (including legal costs on a full indemnity basis) which the other may sustain or incur as a result of any breach of the provisions of this clause 17 in respect of each party's respective undertakings as a Controller and Processor of Personal Data.
- 18 USE OF DATA**
- 18.1 The Company will collect specific data about the Customer when they register for ServicePoint and/or ServicePoint Tyres and when the Customer transmits or receives information via ServicePoint and/or ServicePoint Tyres, and the Customer expressly acknowledges that the Company, and any member of the group of companies of which the Company is a member, may use such data or information (excluding any Personal Data) for publicity purposes or for the purposes of encouraging others to transact via ServicePoint and/or ServicePoint Tyres. The Customer agrees that the Company may collate data (excluding any Personal Data) from ServicePoint and/or ServicePoint Tyres in order to provide analysis and reports for the benefit of the Company, the Customer, Suppliers and third parties. The Company may use "cookies" to collect information. A cookie is a small data file that is written into a visitor's hard drive for the purposes of record

keeping and to make improvements. For the avoidance of doubt, it is the Customer's responsibility to maintain a full and accurate record of all data (including Personal Data and invoices) transmitted through the Services. The Company reserves the right to delete any such data in accordance with its retention policy, a copy of which is available on request from the Company.

19 FORCE MAJEURE

19.1 Neither party shall be liable to the other for any failure to perform, or delay in performing, any of its obligations if and to the extent that the failure is caused by "Force Majeure" (including without limitation: act of God, war, fire, flood, explosion, civil commotion, terrorism and counter- terrorism). The time for performance of an obligation which is affected by Force Majeure shall be extended by a period which reflects the impact of the Force Majeure.

20 THIRD PARTY RIGHTS

20.1 No term of the Agreement is intended to confer a benefit on or be enforceable by, any person other than the Customer and the Company.

21 ANTI BRIBERY

21.1 The Customer and the Company agree to adhere to the provisions of the Bribery Act 2010 (the "Relevant Requirements") and in particular warrant that no financial or other advantage that would contravene the Relevant Requirements has been offered either directly or indirectly from one party to the other party in exchange for the arrangement or performance of any part of the Services set out in the Agreement. Both Parties shall maintain in place their own policies and procedures to ensure compliance with the Relevant Requirements and shall promptly report to the other party any request or demand for any undue financial or other advantage that would contravene the Relevant Requirements received in performance of the Agreement.

22 ANTI SLAVERY

22.1 The Customer and the Company agree to adhere to the provisions of the Modern Slavery Act 2015 (the "Relevant Requirements") and shall promptly report to the other party if in breach, or likely to breach, the Modern Slavery Act 2015 ("the MSA"), or if it receives a communication from any person alleging breach of the MSA in the arrangement or performance of any part of the Services set out in the Contract. Both Parties shall: (i) maintain in place their own policies and procedures to ensure compliance with the Relevant Requirements; (ii) ensure that all sub-contractors shall be bound in writing by terms equivalent in all respects to those set out in this clause; (iii) provide evidence in writing of their compliance with this clause promptly on request; (iv) provide on written request a statement setting out the steps that have been taken during the previous year to ensure that the activities prohibited by the MSA are not taking place in their business or in their supply chain, such statement to include, as a minimum, information on the following: (a) details of its supply chain (b) confirmation of whether it is required (independently of the Agreement) to comply with Section 54 of the MSA: (c) any policies that it has relating to compliance with the MSA; (d) the parts of the business and supply chain where there is a risk of the activities prohibited by the MSA taking place and the steps it has taken to assess and manage that risk; (e) its effectiveness in ensuring that the activities prohibited by the MSA are not taking place in business or the supply chain measured against such performance indicators as it has set for itself; and (f) details of the training about the activities prohibited by the MSA that are provided to its staff. Breach of this clause shall be deemed to be a material breach of the Agreement.

23 GOVERNING LAW AND JURISDICTION

23.1 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 shall be governed by and construed in accordance with the law of England and Wales. 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.

24 CONTACT DETAILS

24.1 By email: servicepoint@allstarcard.co.uk; by phone: 0870 419 5165 (9.00 am to 5.30 pm Monday to Friday not including public holidays in England and Wales); or by post: PO BOX 1463 Canberra House, Lydiard Fields, Great Western Way, Swindon, England, SN5 6PS.

The Company may record phone calls for monitoring and training purposes.

Data Protection Appendix to ServicePoint and/or ServicePoint Tyres Terms and Conditions

1. Processing by the Company as data processor

1.1 Subject Matter of Processing

The processing of Personal Data is required for the Customer to receive the benefit of the Services via ServicePoint and/or ServicePoint Tyres.

1.2 Nature of Processing

The Company will process Personal Data on behalf of the Customer in order for the Customer to receive the Services via ServicePoint and/or ServicePoint Tyres.

1.3 Purpose of Processing

The Company processes Personal Data on behalf of the Customer in order that the Customer may obtain the benefit of the Services via ServicePoint and/or ServicePoint Tyres.

1.4 Duration of the Processing

The Company will process relevant Personal Data on behalf of the Customer for the duration of the Agreement.

2. Types of Personal Data

The following list comprises the types of Personal Data that the Company may process on behalf of the Customer (but this is subject to the Customer only providing Personal Data which is actually required for the Services via ServicePoint and/or ServicePoint Tyres and the Customer will not provide the Company with any additional or unnecessary Personal Data):

- Full name
- Telephone number(s) (including mobile telephone number(s))
- Email address(es)
- Address(es)

Any other Personal Data which the Customer inputs into ServicePoint and/or ServicePoint Tyres or which the Customer requests any other user, including representatives of the Company to input into ServicePoint and/or ServicePoint Tyres on its behalf.

3. Categories of Data Subject

The following list comprises the categories of Data Subject to which the types of Personal Data relates:

- Drivers of vehicles for which the Customer is responsible.