

TERMS AND CONDITIONS OF BUSINESS

(Last Updated: July 2025)

1. Definitions and Interpretation

The definitions and rules of interpretation in this condition apply in these terms and conditions:

1.1 Definitions:

Applicable Data Protection Laws: to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom and to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which Marra is subject.

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

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of the Contract including but not limited to:

- (a) the existence and terms of the Contract;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
- (c) any information developed by the parties in the course of carrying out the Contract.

Contract: the Order Document and these terms and conditions which comes into existence pursuant to condition 3.

Customer: the person, firm or company who purchases Services from Marra.

Customer's Project Manager: the Customer's manager for the Project as initially set out in the Order Document and/or Project Plan if required and appointed in accordance with condition 5.1(a).

Deliverables: all products and materials developed by Marra in relation to the Project in any media, including source code, data maps, database schemas, computer programs, mobile applications, data, diagrams, reports and specifications (including drafts).

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Initial Term: the fixed term period as set out in the Order Document or, in the absence of an express provision in the Order Document three (3) calendar months from and including the date of Contract pursuant to condition 3.2.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade and service marks, trade names, rights in domain names, rights in

get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order Document: Marra's proposal, quotation, statement of work or similar documentation detailing the scope of Services.

Project: the scope of Services as described in the Order Document and Project Plan (if any).

Project Milestone: a date by which a part of the Project is estimated to be completed, as set out in the Order Document and/or Project Plan (if any).

Project Plan: (if applicable) the final version of the detailed plan generated by Marra and signed by both parties describing the Project which may include the estimated timetable (including Project Milestones) and responsibilities of each of the parties for, or in connection with, the provision of the Services by Marra in accordance with the Contract. For the avoidance of doubt, a Project Plan will not be created for every Contract. It will be created at Marra's discretion.

Representatives: means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers and those of any member of the group of companies to which the party belongs.

Services: the services to be provided by Marra under the Contract as set out in the Order Document.

Marra: Marra Limited (CRN: 12403409) whose registered office address is at Floor 6 The Lumen, St James Boulevard, Newcastle Helix, Newcastle upon Tyne NE4 5BZ;

Marra's Project Manager: Marra's manager for the Project as initially set out in the Order Document and/or Project Plan if required and appointed in accordance with condition 4.3.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

VAT: value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK.

1.2 Condition headings shall not affect the interpretation of these terms and conditions and the Contract.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to **writing** or **written** excludes faxes but not email.
- 1.8 References to conditions are to the conditions of these terms and conditions.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Application of conditions

- 2.1 These terms and conditions shall:
 - (a) apply to and be incorporated in the Contract; and
 - (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Marra unless in writing and signed by a duly authorised representative of Marra.

3. Basis of Contract

- 3.1 The Order Document constitutes an offer by Marra to provide the Services in accordance with these terms and conditions.
- 3.2 The execution and return of the acknowledgement copy of the Order Document by the Customer, issuance of a purchase order or request for works to commence shall establish a contract for the supply and purchase of those Services on these terms and conditions at which point, and on which date the Contract shall come into existence.
- 3.3 For some engagements Marra will also at its discretion create a Project Plan detailing the scope of Services. In the case of conflict between a term of the Project Plan and Order Document, the Project Plan shall take precedence in relation to the conflicting subject matter only.

4. Marra's obligations

- 4.1 Marra shall use reasonable endeavours to manage and complete the Project, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Order Document and/or Project Plan (if any).
- 4.2 Marra shall use reasonable endeavours to meet the performance dates specified in the Order Document and/or Project Plan (if any) including Project Milestones (if any), but any such dates shall be estimates only and time shall not be of the essence of the Contract.
- 4.3 If identified as a requirement in the Order Document and/or Project Plan, Marra shall appoint Marra's Project Manager who shall have authority to contractually bind Marra on all matters relating to the Project. Marra shall

use reasonable endeavours to ensure that the same person acts as Marra's Project Manager throughout the Project, but may replace that person temporarily or permanently from time to time where reasonably necessary in the interests of Marra's business.

5. Customer's obligations

The Customer shall:

- (a) co-operate with Marra in all matters relating to the Project and appoint the Customer's Project Manager (if identified as a requirement in the Order Document and/or Project Plan), who shall have the authority to contractually bind the Customer on matters relating to the Project;
- (b) provide in a timely manner such access to the Customer's premises, technical environments and data, and such other facilities, as is reasonably requested by Marra;
- (c) provide in a timely manner such information as Marra may request, and ensure that such information is accurate in all material respects;
- (d) be responsible (at its own cost) for preparing the relevant network and IT systems, including remote access for Marra for the duration of the Contract, for the supply of the Services. Unless otherwise expressly stated in the Order Document and/or Project Plan, Marra shall build the Deliverables in the client's test or development environment;
- (e) procure all necessary Microsoft and other third party licences as may be required for the use and operation of the Deliverables. Marra may assist in identifying licensing requirements but it is solely for the Customer to ascertain and procure what licences it requires. Marra accepts no liability or responsibility for Microsoft or other licensing;
- (f) unless otherwise expressly agreed in the Order Document:
 - (i) register Marra as its Microsoft Partner of Record (or equivalent);
 - (ii) permit Marra to use its name and logo in Marra's customer list; and
 - (iii) participate in a case study and testimonials for Marra to use to promote its Services.

If Marra's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall in all circumstances be liable to pay to Marra on demand all reasonable costs, charges or losses sustained or incurred by it, subject to Marra confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit, loss of reputation and loss of opportunity to deploy resources elsewhere.

The Customer shall not, without the prior written consent of Marra, at any time from the date of the Contract to the

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expiry of twelve (12) months after the completion of the Services, solicit or entice away from Marra or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of Marra. The Customer shall not be in breach of this condition 5.3 if it hires an employee or subcontractor of Marra as a result of a recruitment campaign not specifically targeted to any employees or subcontractors of Marra.

- 5.4 Any consent given by Marra in accordance with condition 5.3 shall be subject to the Customer paying to Marra on demand a sum equivalent to 20% of the then current annual remuneration of Marra's employee or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to such employee or subcontractor.

6. Change control

- 6.1 The parties shall meet at reasonable intervals to discuss matters relating to the Project. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- 6.2 If either party requests a change to the scope or execution of the Services, Marra shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any variations to Marra's charges arising from the change;
 - (c) the likely effect of the change on the order Document and/or Project Plan; and
 - (d) any other impact of the change on the terms of the Contract.
- 6.3 If Marra requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 6.4 If the Customer wishes Marra to proceed with the change, Marra has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Order Document, the Project Plan (if any) and any other relevant terms of the Contract to take account of the change.

7. Charges and payment

- 7.1 Each Order Document shall set out whether Marra is charging for the Services on a time-and-materials basis or for a fixed price.
- 7.2 Condition 7.3 shall apply if the Services are to be provided on a time-and-materials basis. condition 7.4 and condition 7.5 shall apply if the Services are to be provided for a fixed price. The remainder of this condition 7 shall apply in either case.
- 7.3 Where the Services are provided on a time-and-materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with Marra's standard daily fee rates as amended from time to time and set out in the Order Document;

- (b) Marra's standard daily fee rates are calculated on the basis of a seven and a half -hour day (excluding weekends and public holidays);
- (c) Marra shall be entitled to charge at an overtime rate of one hundred and fifty percent (150%) of the normal rate for time worked by members of the project team on weekends, public holidays or between the hours of 19:00 and 07:00 on any Business Day;
- (d) Marra shall ensure that all members of the project team complete time sheets recording time spent on the Project, and Marra shall use such time sheets to calculate the charges covered by each monthly invoice referred to in condition 7.3(e); and
- (e) Marra shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (subject to condition 7.6) for the month concerned, calculated as provided in this condition 7. Any expenses, materials and third party services shall be invoiced by Marra at cost. Each invoice shall set out the time spent by each member of the project team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

7.4 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Order Document. Marra shall (subject to condition 7.6) invoice the Customer for the charges that are payable in such instalments and on such dates as set out in the Order Document, together with expenses and the costs of materials, calculated as provided in condition 7.5.

7.5 Any fixed price contained in the Order Document excludes the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the project team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by Marra for the supply of the Services. Such expenses, materials and third party services shall be invoiced by Marra at cost.

7.6 All payments made by the Customer under the Contract are exclusive of VAT. Marra shall provide the Customer with a valid VAT invoice.

7.7 Payment of invoices is not contingent upon acceptance or testing by the Customer of any Deliverable.

7.8 Without prejudice to any other right or remedy that Marra may have, if the Customer fails to pay Marra on the due date Marra may:

- (a) charge interest on such sum from the due date for payment at the annual rate of four percent (4%) above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
- (b) suspend all Services until payment has been made in full.

7.9 Time for payment shall be of the essence of the Contract.

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- 7.10 The Customer shall pay each invoice submitted to it by Marra in full, and in cleared funds, within thirty (30) days of the date of invoice.
- 7.11 All payments payable to Marra under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 7.12 All amounts due under the Contract shall be paid by the Customer to Marra in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Marra may, without prejudice to any other rights it may have, set off any liability of the Customer to Marra against any liability of Marra to the Customer.
- 8. Intellectual Property Rights**
- 8.1 Unless otherwise expressly stated in an Order Document, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by Marra. Marra licenses all such rights to the Customer in perpetuity free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as is envisaged by the parties.
- 9. Confidentiality**
- 9.1 The provisions of this condition shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this condition);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) the parties agree in writing is not confidential or may be disclosed; or
 - (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 9.2 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract (Permitted Purpose); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this condition 9.
- 9.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this condition.
- 9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these terms and conditions are granted to the other party, or to be implied from the Contract.
- 9.6 The parties acknowledge that disclosure of any Confidential Information may give rise to irreparable injury to the party whose information is disclosed, which injury may be inadequately compensated in damages. Therefore, either party may seek injunctive relief against the other party's breach or threatened breach of this condition 9 as well as any other legal remedies that are available.
- 9.7 On termination or expiry of the Contract, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - (c) certify in writing to the other party that it has complied with the requirements of this condition, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this condition shall continue to apply to any such documents and materials retained by a recipient party.
- 9.8 Except as expressly stated in these terms and conditions, no party makes any express or implied warranty or representation concerning its Confidential Information.

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9.9 The provisions of this condition 9 shall continue to apply after termination or expiry of the Contract howsoever occurring.

10. Data Protection

10.1 For the purposes of this condition 10, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

10.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This condition 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

10.3 Each party shall act as a controller with respect to the ongoing management of the Contract.

10.4 In the delivery of certain Services, Marra may act as a processor on behalf of the Customer. The Order Document will set out whether Marra is acting as a processor, in which case the remaining provisions of this condition 10 shall apply.

10.5 Without prejudice to the generality of condition clause 10.2, the Customer will ensure that it has all necessary appropriate consents and notices or appropriate legal bases in place to enable lawful transfer of personal data to Marra for the duration and purposes of the Contract.

10.6 The Order Document and/or Project Plan sets out the scope, nature and purpose of processing by Marra, the duration of the processing and the types of personal data and categories of data subject.

10.7 Without prejudice to the generality of condition clause 10.2 Marra shall, in relation to personal data:

- (a) process that personal data only on the documented instructions of the Customer, which shall be to process the personal data for the purposes of delivery of the Project and creation of the Deliverables, unless Marra is required by Applicable Data Protection Laws to otherwise process that personal data. Where Marra is relying on Applicable Data Protection Laws as the basis for processing Customer Processor Data, Marra shall notify the Customer of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. Marra shall inform the Customer if, in the opinion of Marra, the instructions of the Customer infringe Applicable Data Protection Laws;
- (b) implement the technical and organisational measures set out in the Order Document and/or Project Plan, or as otherwise agreed between the parties, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which the Customer has reviewed and confirms are

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;

- (c) ensure that any personnel engaged and authorised by Marra to process personal data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Marra), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the personal data;
- (f) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless Marra is required by Applicable Data Protection Laws to continue to process that personal data. For the purposes of this clause (f) personal data shall be considered deleted where it is put beyond further use by Marra;
- (g) maintain records to demonstrate its compliance with this condition 10; and
- (h) notify the Customer immediately if, in its reasonable opinion, an instruction of the Customer breaches Applicable Data Protection Laws.

10.8 The Customer hereby provides its prior, general authorisation for Marra to:

- (a) appoint processors to process the personal data, provided that Marra:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Marra in this condition 10;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Marra; and
 - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Marra's reasonable satisfaction, that the

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objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Marra for any losses, damages, costs (including legal fees) and expenses suffered by Marra in accommodating the objection.

- (b) transfer personal data outside of the UK as required for the purposes for which the personal data is processed, provided that Marra shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Marra, including any request to enter into standard data protection conditions adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

10.9 Either party may, at any time on not less than 30 days' notice, revise this condition 10 by replacing it (in whole or part) with any applicable standard conditions approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such Amended Terms shall apply when replaced by attachment to the Contract, but only in respect of such matters which are within the scope of the Amended Terms.

11. Limitation of liability

- 11.1 The following provisions set out the entire financial liability of Marra (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
 - (a) any breach of the Contract however arising;
 - (b) any use made by the Customer of the Services, the Deliverables or any part of them; and
 - (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these terms and conditions excludes the liability of Marra:
 - (a) for death or personal injury caused by Marra's negligence;
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) for any other losses which cannot be validly excluded
- 11.4 Subject to condition 11.2 and condition 11.3:
 - (a) Marra shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty however arising), contract,

misrepresentation (whether innocent or negligent) or otherwise for:

- (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) wasted expenditure; or
 - (ix) loss or corruption of data or information; or
 - (x) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) Marra's total liability in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

12. Termination

- 12.1 The Contract will continue for the Initial Term and, thereafter, automatically continue until:
 - (a) either party provides such period of written notice of termination to the other party as is specified in the Order Document; or
 - (b) otherwise terminated in accordance with the provisions of these terms and conditions.
- 12.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:
 - (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of these terms and conditions and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
 - (c) the other party repeatedly breaches any of the terms of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these conditions;
 - (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its

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- creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (h) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - (i) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - (j) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 12.2(d) to condition 12.2(k) (inclusive);
 - (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of these terms and conditions is in jeopardy; or
 - (n) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 12.3 Notwithstanding condition 12.1, Marra may terminate a Contract at any time on not less than seven (7) days written notice to the Customer.
- 12.4 Any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 12.5 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13. Force majeure**
- 13.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for thirty (30) days the party not affected may terminate the Contract by giving ten (10) days written notice to the affected party.
- 14. Waiver**
- 14.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 14.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 15. Rights and remedies**
- 15.1 Except as expressly provided in these terms and conditions, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16. Severance**
- 16.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 16.2 If any provision or part-provision of the Contract is deemed deleted under condition 16.1, the parties shall negotiate in good faith to amend such provision so that, to the greatest extent possible, the amended provision achieves the intended commercial result of the original provision.
- 17. Entire agreement**
- 17.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party acknowledges that, in entering into the Contract 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 Contract.

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- 17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 17.4 Nothing in this condition shall limit or exclude any liability for fraud.

18. Assignment

- 18.1 Marra 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 Contract.
- 18.2 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 Contract.

19. No partnership or agency

- 19.1 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. Third party rights

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

21. Notices

- 21.1 Any notice given to a party under or in connection with the Contract or these terms and conditions shall be in writing and shall be:
- (a) 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
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Marra: contracts@marra.co.uk
 - (ii) Customer: the email address stated in the Order Document
- 21.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission.
- 21.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Governing law and Jurisdiction

- 22.1 The Contract and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and interpreted in accordance with the law of England.
- 22.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).