



# Relocation Terms and Conditions

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF  
CLAUSE 9 (LIMITATION OF LIABILITY).

## 1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

### 1.1 Definitions:

**Agreement:** the contract between the Customer and Santa Fe Relocation for the supply of the Services in accordance with these Conditions, the Order and any Schedules.

**Business Day:** a day other than a weekend or public holiday in the relevant country where Services are being provided.

**Charges:** the charges payable by the Customer for the supply of the Services in the relevant Order, in accordance with clause 8. The prices for any sea freight will be the cost to Santa Fe relocation plus an agreed margin.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 11.6.

**Consumer Price Index:** the measure of inflation published from time to time by the UK National Statistics Office or the equivalent in any relevant jurisdiction.

**Customer:** the person or firm who purchases Services from Santa Fe.

**Customer Materials:** all information, systems, concepts, brands, logos, illustrations, materials and documents supplied by the Customer to Santa Fe.

**Data Protection Laws:** any applicable data protection or privacy laws or regulations including the General Data Protection Regulation (EU) 2016/679, the UK Data Protection Act 2018 and any laws that implement, supersede, replace or override any of those laws or regulations, and the terms "personal data", "data controller", "data processor", "data subject", "personal subject" and "processing" have the meanings given to those terms in the applicable Data Protection Laws from time to time.

**Deliverables:** all documents, products and materials provided by Santa Fe Relocation to the Customer in relation to the Services.

**Event of Force Majeure:** any circumstance not within a party's reasonable control including, without limitation, strikes, lockouts or other labour disputes or disturbances, acts of nature, fire, floods, lightning, severe weather, shortages of

materials, rationing, utility failures, failure of or delay of any person from which the party must obtain information in order to perform its obligations under the Agreement (other than a Group company of such party), failure or delay in any system of electronically transmitting or receiving information or funds, earthquakes, war, revolution, terrorist act, civil commotion, acts of public enemies, blockade, embargo, or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government.

**Group:** in relation to a party, that party, any subsidiary or holding company of that party, and any subsidiary of a holding company of that party.

**Intellectual Property Rights:** all copyright, trade marks, service marks, trade, business and domain names, rights in computer software, database rights, rights in confidential information and any other intellectual or industrial property rights, whether registered or unregistered and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** a written order for Services in any form that the parties may agree from time to time.

**Representatives:** directors, officers, employees, agents, sub-contractors and professional advisers.

**Santa Fe Relocation:** Santa Fe Group Limited incorporated in England and Wales and whose registered address is 15 Central Way London NW10 7XW, or any other member of the Santa Fe Relocation Group, as relevant.

**Services:** the services, (as may be amended from time to time by agreement between the parties), including any Deliverables, to be supplied by Santa Fe Relocation to the Customer and as set out in the Specification.

**Specification:** the description or specification of the Services provided in writing by Santa Fe Relocation to the Customer.

**Supplier IPRs:** all Intellectual Property Rights subsisting in the Deliverables excluding any Customer Materials incorporated in them.

### 1.2 Interpretation:

(a) A reference to a statute or statutory provision includes it as amended or re-enacted, and any subordinate legislation.

- (b) **including, include, in particular** or any similar expression is illustrative and will not limit the sense of the words preceding those terms.
- (c) **writing** or **written** includes email.
- (d) **a party** means each party to the Agreement, including its successors or assigns.

**2. BASIS OF AGREEMENT**

- 2.1 The Order is an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order will only be accepted when Santa Fe Relocation accepts the Order, in writing, at which point and on which date the Agreement will come into existence.
- 2.3 Any descriptive matter or advertising issued by Santa Fe Relocation or contained in Santa Fe Relocation's catalogues or brochures or on Santa Fe Relocation's website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They do not form part of the Agreement or have any contractual force.
- 2.4 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**3. SUPPLY OF SERVICES**

- 3.1 Santa Fe Relocation cannot provide Services in those territories or countries where Santa Fe Relocation decides, at its sole discretion, that it is not permitted to do so, due to the imposition of country- or territory-wide trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures.
- 3.2 The Customer may request that Santa Fe Relocation provide further Services, or provide the Services in extra locations, or amend the scope of any existing Services. If the parties agree on the terms on which those extra Services or locations are to be provided on, the parties will enter into further Orders or amend existing Orders, as applicable.
- 3.3 In supplying the Services, Santa Fe Relocation will:
  - (a) perform the Services with reasonable care and skill;
  - (b) perform the Services in accordance with the Specification in all material respects;
  - (c) ensure that the Deliverables are of satisfactory quality and are fit for purpose;
  - (d) comply with all applicable laws, statutes, regulations and codes from time to time in force. Santa Fe Relocation will not be liable to the Customer if such compliance causes it to breach of any of its obligations under the Agreement; and

- (e) take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that Santa Fe Relocation may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Agreement.

3.4 If Santa Fe Relocation is delayed in or prevented from performing its obligations under the Agreement due to circumstances not within its reasonable control (but not due to the Customer or any of its Representatives), Santa Fe Relocation will:

- (a) not be liable for any costs, charges or losses that the Customer incurs due to the prevention or delay; and
- (b) be entitled to payment of the Charges despite the prevention or delay.

3.5 Notwithstanding that Santa Fe Relocation may provide information and its opinion on local law and practice, Santa Fe Relocation is not qualified to provide legal advice and will not purport to do so. Santa Fe Relocation will not be held liable for any advice given, or for not giving advice. The Customer must decide whether it should seek legal advice on any matter.

3.6 Santa Fe Relocation will not be held liable for changes in law and policy that may impact the outcome of any Services, including any immigration services.

**4. CUSTOMER'S OBLIGATIONS**

- 4.1 The Customer will:
  - (a) co-operate with Santa Fe Relocation in all matters relating to the Services;
  - (b) give Santa Fe Relocation and its Representatives the access to the Customer's data, premises or facilities, that Santa Fe Relocation reasonably requires, in a timely manner and at no charge; and
  - (c) give Santa Fe Relocation, in a timely manner, the Customer Materials that Santa Fe Relocation reasonably requires, and ensure that they are materially accurate.
- 4.2 If Santa Fe Relocation is delayed in or prevented from performing its obligations under the Agreement due to the Customer or any of its Representatives, Santa Fe Relocation will:
  - (a) not be liable for any costs, charges or losses that the Customer incurs due to the prevention or delay;
  - (b) be entitled to payment of the Charges despite the prevention or delay; and
  - (c) be entitled to recover any additional costs, charges or losses Santa Fe Relocation incurs from the prevention or delay.

4.3 The Customer warrants that the documents and information it or its Representatives give to Santa Fe Relocation, for the performance of the Services, are genuine, true and accurate. Santa Fe Relocation will not be liable for any costs, charges or losses that the Customer or its employees incur if they are not.

## 5. NON SOLICITATION

5.1 Neither party will entice, solicit or procure any of the other party's employees to leave the employment of the other party, or make any attempt to do so, while the Agreement is in effect and for 12 months after the Agreement terminates or expires or the Services cease to be provided.

5.2 The advertisement of employment opportunities by a party in any public forum (including magazines, trade journals, publicly accessible internet sites, classified advertisements, or job fairs open to the public) will not be considered solicitation, and the hiring of a party's employee as a result of their response to a general employment advertisement or in response to their unsolicited employment inquiry will not be a breach of the Agreement.

## 6. INTELLECTUAL PROPERTY

6.1 Santa Fe Relocation and its licensors will retain ownership of all Supplier IPRs. The Customer and its licensors will retain ownership of all Intellectual Property Rights in the Customer Materials.

6.2 Santa Fe Relocation grants the Customer a worldwide, non-exclusive, royalty-free, non-transferable licence to use the Supplier IPRs so the Customer can receive and make reasonable use of the Services and the Deliverables during the term of the Agreement.

6.3 The Customer grants Santa Fe Relocation a worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Agreement so Santa Fe Relocation can provide the Services.

6.4 All Intellectual Property Rights and all other rights in the Deliverables and the documents, information and materials relating to the Services which existed before the Agreement (the "**Pre-Existing Materials**") will be owned by Santa Fe Relocation. Subject to clause 6.5, Santa Fe Relocation licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis so that the Customer can make reasonable use of the Deliverables and the Services. If the Agreement expires or is terminated in accordance with clause 0, this licence will automatically terminate.

6.5 Where Santa Fe Relocation does not own any of the Pre-Existing Materials, the Customer's use of rights in the Pre-Existing Materials is conditional on Santa Fe Relocation obtaining a written licence (or sub-licence) from the relevant

licensor/s on terms that will allow Santa Fe to license the rights to the Customer.

## 7. DATA PROTECTION

7.1 Each party will comply with the Data Protection Laws, as they apply to the Agreement.

7.2 In respect of personal data collected, processed or accessed by Santa Fe Relocation or Representatives, on the Customer's behalf and/or on behalf of any member of the Customer's group, the Customer will be the data controller and Santa Fe Relocation will be the data processor.

7.3 Where Santa Fe Relocation is processing personal data as a data processor for the Customer, Santa Fe Relocation will:

(a) process such personal data only pursuant to and in accordance with the legal instructions of the Customer or for the purpose of providing the Services or as otherwise agreed in writing with the Customer;

(b) have in place appropriate technical and organisational measures which ensure a level of security appropriate to the risk represented by the processing and the nature of the personal data to be protected and which protects all personal data against accidental or unlawful destruction or accidental loss or alteration or unauthorised disclosure, access, or processing;

(c) notify the Customer as soon as reasonably practicable of any notifications or communications it may receive from any relevant data protection authority relating to such personal data or any complaint, notice or communication from an individual about the processing of their personal data and forward as soon as practical upon receipt any requests for access to personal data and provide the Customer with full co-operation and assistance in relation to the same; and

(d) only transfer, or cause, or permit the transfer of such personal data to a country or territory outside the European Economic Area as required to provide the Services, and the Customer consents to such transfer.

7.4 The Customer acknowledges that Santa Fe Relocation is reliant on the Customer for direction as to the extent to which Santa Fe Relocation is entitled to use and process the personal data. Consequently, where requested by Santa Fe Relocation, the Customer will confirm such instructions to it in writing, and Santa Fe Relocation will not be liable for any claim brought by a data subject arising from any action or omission by Santa Fe Relocation, to the extent that the action or omission resulted directly from Customer's instructions.

7.5 The Customer hereby warrants, undertakes and represents that it has all necessary rights, titles,

consents, permissions, authorisations and licences (including those required under Data Protection Laws) to enable Santa Fe Relocation and its sub-processors to lawfully process any personal data which is processed for, or on behalf, of the Customer for the purposes of, or otherwise in connection with, the provision of the Services, and/or as contemplated under the Agreement (“**Santa Fe Relocation Purpose**”). In particular, the Customer will be responsible for (i) obtaining any consents required from its employees or contractors to ensure that Santa Fe Relocation is able to provide Services in relation to such employee or contractor in accordance with Data Protection Laws; and (ii) providing such employee or contractor with a fair processing notice (in the manner and form prescribed under relevant Data Protection Laws) which will inform that employee or contractor that their personal data will be processed for the Santa Fe Relocation Purpose. Without limiting any of the Customer’s other obligations set out in this clause 7.5, the Customer will, in addition, and where required by Santa Fe Relocation, procure a signed letter of consent from such employee or contractor which will follow the form set out in **Schedule 1** of these Conditions, or such other form of consent which Santa Fe Relocation may reasonably require from time to time.

7.6 The Customer will indemnify, and keep indemnified, Santa Fe Relocation and its officers, directors, agents and employees (and those of any member of its Group) (each an “**Indemnified Party**”) against any and all losses including, claims, damages, costs (including legal costs and/or expenses), charges, expenses, liabilities, demands, proceedings and actions and fines that may be assessed or asserted against, or incurred by, any Indemnified Party arising out of, or in connection with (i) any breach of clause 7.5 by the Customer; and/or (ii) any actual or alleged breach or contravention of Data Protection Laws by, or on behalf of, the Customer, which causes Santa Fe to be in actual or alleged breach or contravention of Data Protection Laws.

## 8. CHARGES AND PAYMENT

8.1 The Customer will pay Santa Fe Relocation the Charges in accordance with this clause 8, as well as any additional charges arising due to the Customer having altered its instructions. If any information provided by the Customer is or becomes incorrect, Santa Fe Relocation may adjust its Charges, accordingly.

8.2 All amounts payable by the Customer exclude any taxes, which (if applicable) the Customer will additionally be liable to pay to Santa Fe Relocation at the prevailing rate, subject to receipt of a valid tax invoice.

8.3 Santa Fe Relocation will submit invoices for the Charges plus any applicable tax to the Customer as soon as practicably possible.

8.4 The Charges exclude any additional third party fees, costs and other ancillary expenses reasonably incurred in connection with the Services, which the Customer will reimburse to

Santa Fe Relocation, after Santa Fe Relocation submits an invoice.

8.5 The Customer must raise any necessary purchase orders with adequate time for it to pay Santa Fe in accordance with clause 8.6.

8.6 The Customer will pay each invoice due and submitted to it by Santa Fe Relocation, in full in cleared funds within 30 days of receipt, by electronic transfer to a bank account nominated in writing by Santa Fe Relocation.

8.7 If the Customer fails to make any payment due to Santa Fe Relocation under the Agreement by the due date for payment, then, without limiting Santa Fe Relocation’s remedies under clause 0:

- (a) the Customer will pay:
  - (i) interest on the overdue amount at the rate of 8% per annum above the European Central Bank’s base rate from time to time. The interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer will pay the interest together with the overdue amount; and
  - (ii) an administration charge of €40.
- (b) Santa Fe Relocation may suspend all Services until payment has been made in full.

8.8 All amounts due under the Agreement will be paid by the Customer to Santa Fe Relocation in full without any set-off, counterclaim, deduction or withholding.

8.9 The Charges for the Services at the date of the Agreement are set out in the Order. Except as expressly stated in these Conditions, the Charges will not change during the term of the Agreement.

8.10 With effect from the first anniversary of the date of the Agreement, Santa Fe Relocation may adjust the Charges to reflect increases or decreases in:

- (a) the cost of any major inputs into the Services indicated by the percentage increase or decrease in any Consumer Prices Index; or
- (b) exchange rates between Euros and either the origin or destination currency, based on the average rate of exchange between the currencies, as indicated by the currency rate calculator in [www.oanda.com](http://www.oanda.com),

during the previous 12 months.

8.11 With effect from the second anniversary of the date of the Agreement, Santa Fe Relocation may adjust the Charges as set out in clause 8.10 above as well as in connection with any other factor that has an impact on the cost of providing the Services to the Customer. Where an increase is intended for reasons other than clause 8.10(a) or 8.10(b), Santa Fe Relocation will provide the

Customer with reasonable evidence relating to the increase.

- 8.12 Santa Fe Relocation will give the Customer at least one month's prior notice in writing of proposed Price changes in accordance with clause 8.10 or 8.11. If the Customer objects to a proposed Price change, the matter will be subject to the Disputes process set out in clause 11.12. If the parties cannot agree the matter under the Disputes process, either party may refer the matter to an independent expert at its own expense. Once the independent expert determines the appropriate adjustment, the adjusted Charges will apply with effect from the applicable anniversary of the Effective Date. Within one month of the appropriate adjustment being determined, the Customer will pay to Santa Fe Relocation any outstanding sums due for Services since the relevant date, as appropriate, or Santa Fe Relocation will refund the Customer for any excess amounts paid for Services since the relevant date, as appropriate.

## 9. LIMITATION OF LIABILITY

### THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 9.1 Nothing in the Agreement will limit or exclude Santa Fe Relocation's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) any liability which cannot be limited or excluded by applicable law.
- 9.2 Subject to clause 0, Santa Fe Relocation will not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; or
  - (g) any indirect or consequential loss,
- even if the loss was reasonably foreseeable or the party in default has been advised of the possibility of such losses.
- 9.3 Subject to clause 0, Santa Fe Relocation's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement will be limited to 100% of the average annual Charges (calculated by reference to the Charges in successive 12 month periods from the date of the Agreement) paid by the Customer under the Agreement.

Household goods services are subject to Santa Fe's Household Goods Terms & Conditions, a copy of which are on Santa Fe Relocation's website, and include the below limitation of liability: In the event of damage to or loss of household goods whilst in transit by air or sea, Santa Fe Relocation and/or Santa Fe Relocation's group companies, agents or subcontractors' ("**Santa Fe Relocation's Affiliates**") total aggregate liability in respect of all such damage or loss as may have resulted from their breach of contract or negligence will be limited to a maximum of €5 sterling per cubic foot of the capacity of the goods in question, or, at Santa Fe Relocation's option, the cost to repair or replace the goods in question. Santa Fe Relocation and Santa Fe Relocation's Affiliates will not in any event be liable for any such damage or loss if and to the extent that it is caused by or relates to (a) force majeure, (b) fire, (c) moth or vermin, (d) cleaning, repairing or restoration not undertaken by Santa Fe Relocation or Santa Fe Relocation's Affiliates or at their direction, (e) gradual deterioration, leakage or evaporation in respect of perishable or leaky articles, (f) articles in wardrobes or drawers or in packages, bundles or containers not packed and unpacked by Santa Fe Relocation or Santa Fe Relocation's Affiliates, (g) passports/travel documents, wallets/handbags, portable IT/electronic devices, currency, cash, bank or credit cards, jewellery, watches, mobile phones, trinkets, precious stones, money, deeds, securities, stamps, coins, valuable or fragile collections of any kind, (h) livestock or plants, (i) mechanical derangement to any equipment or appliance unless there is evidence of external impact. It will be the responsibility of the Customer and/or any of its group companies to insure against these and more general risks associated with the transit of the relevant goods by air or sea.

## 10. TERMINATION

- 10.1 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:
- (a) the other party commits a material breach of the Agreement that is either irremediable or, if remediable, remains un-remedied 10 days after written notice to remedy the breach;
  - (b) 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, having a receiver appointed to any of its assets or ceasing to carry on business or any analogous procedure;
  - (c) 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
  - (d) 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.
- 10.2 On termination of the Agreement the Customer will immediately pay to Santa Fe Relocation all of

Santa Fe Relocation's outstanding unpaid invoices (including any interest and fee payable) and, in respect of Services supplied but for which no invoice has been submitted, Santa Fe Relocation may submit an invoice, which will be payable immediately on receipt.

- 10.3 Termination of the Agreement will not affect any of the parties' accrued rights, remedies or liabilities, and any provision of the Agreement that is expressly or impliedly intended to come into or continue in force on or after termination, will remain in full force and effect.

## 11. GENERAL

- 11.1 **Force majeure.** Neither party will be liable for any delay or failure in performing its obligations under the Agreement to the extent the delay or failure is directly caused by an Event of Force Majeure, as long as the party that is affected:

- (a) promptly notifies the other it has occurred, provides a reasonable estimate on how long it is estimated to continue and immediately notifies the other when it has ended;
- (b) has taken all reasonable steps to avoid or mitigate the Event of Force Majeure; and
- (c) resumes performance immediately when the Event of Force Majeure ends.

If the Event of Force Majeure continues for more than 30 days, the other party may, terminate the Agreement and Santa Fe Relocation will give the Customer a pro-rata refund of any Charges paid in advance. This clause will not be used to excuse either party from any payment obligations under the Agreement.

- 11.2 **Anti-Bribery Measures.** The parties will:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- (c) have and maintain in place throughout the term of the Agreement their own anti-bribery and anti-corruption policies and procedures, including adequate procedures under the Bribery Act 2010, and enforce them where appropriate.

- 11.3 **Assignment and other dealings.**

- (a) The Customer will not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without Santa Fe Relocation's prior written consent.
- (b) Santa Fe Relocation may at any time assign, transfer, charge, declare a trust

over or deal in any other manner with any or all of its rights under this Agreement and may use subcontractors to perform the Services.

- 11.4 **Confidentiality.**

- (a) Each party will:
  - (i) keep confidential any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or any member of their Group ("**Confidential Information**"), except as permitted by clause 11.4(b); and
  - (ii) only use the other party's Confidential Information for the proper performance of the Agreement.
- (b) Each party may disclose the other party's Confidential Information:
  - (i) to its Representatives, who need to know the information for the proper performance of the Agreement. Each party will ensure that its Representatives comply with this clause 11.4; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 11.5 **Entire agreement.**

- (a) 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, relating to its subject matter.
- (b) Each party agrees that it will 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 will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

- 11.6 **Variation.** No variation of the Agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 11.7 **Waiver.** A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy will not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

- 11.8 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or

unenforceable, it will 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 will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Agreement.

11.9 **Independent Contractors.** Santa Fe Relocation will act solely as an independent contractor. Nothing in the Agreement will create the relationship of principal and agent, employer and employee, partners or joint venturers.

11.10 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Agreement must be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and will be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

(b) A notice or other communication will be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.10(a); if sent by pre-paid first class post or other

next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

(c) The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

11.11 **Third party rights.** No one other than a party to the Agreement will have any right to enforce any of its terms.

11.12 **Disputes.**

(a) If there is a dispute between the parties, then the senior management of the parties will meet to discuss the issues in good faith, with the aim to resolve the dispute amicably. If this is not possible, clause 11.14 will apply.

(b) Nothing in the Agreement will prevent either party from seeking injunctive or other interim relief from any court.

11.13 **Governing law.** The Agreement is governed by the law of England and Wales.

11.14 **Jurisdiction.** Each party agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

## Schedule 1 Data Protection Letter

[ON CUSTOMER'S LETTERHEAD]

### DATA PROTECTION LETTER

[INSERT CUSTOMER NAME] ("us / we") have appointed Santa Fe Group Limited of 15 Central Way, Park Royal, London, NW10 7XW, United Kingdom and its subsidiaries ("Santa Fe Relocation") to assist us with your immigration, moving, relocation and/or assignment (as applicable) and to provide certain services ("Services") in connection with the same.

In order for Santa Fe Relocation to provide its Services it may be necessary for Santa Fe Relocation to collect and process your personal data (including sensitive personal data) about you, and (where relevant to the Service) certain members of your family, on our behalf.

Sensitive personal data may include, for example, data about criminal convictions for visa applications (where required to be provided under law) and information you tell us as part of your relocation preferences (for example, your preferred choice of religious schools or proximity to certain places of worship).

This personal data may be shared with, amongst others, us, and our (and/or Santa Fe Relocation's) suppliers and other business partners in connection with the Services, and/or transferred to, and stored or processed at, either origin or destination countries, outside of the European Economic Area.

For the purpose of applicable data protection law, and unless we notify you otherwise, the data controller of your personal data, for these purposes, will be [INSERT NAME OF CUSTOMER ENTITY WHICH WILL BE ACTING AS DATA CONTROLLER] of [ADDRESS].

If you have any questions relating to this letter or the Services, or if you wish to access or request access to information concerning you in order to have it corrected, modified or deleted, or to tell us to stop processing your personal data, please do not hesitate to contact [INSERT NAME AND CONTACT DETAILS OF CUSTOMER CONTACT].

For more information on how we process your personal data, please refer to our [privacy policy / employee handbook / data protection policy - AMEND AS APPLICABLE], a copy of which is available on request.

For more information on how Santa Fe Relocation processes your personal data, please refer to the Santa Fe Relocation privacy policy (a copy of which is available on request).

By signing this letter, you are indicating:

1. You consent to us, and Santa Fe Relocation, processing you and your family's personal data, including your sensitive data where relevant, in the manner and for the purposes stated above (including as the case may be for transfers outside the EEA); and
2. That you are authorised to provide this consent on behalf of your relevant family members.

Please return a signed copy of this letter within 5 days of receipt (a signed, scanned copy is acceptable) and keep a copy for your records.

Yours sincerely,

[CUSTOMER]

Print Name:

Signature: