Contractual Terms and Conditions.

1.0 Contract Formation.

1.0.1 Contracting Parties. This Contract is between Kenya Houses Investments Ltd, a company incorporated in Kenya, of Sagatia House, Elgeyo Road, 1st Floor, Rooms 13–15, Eldoret, P.O. Box 2220–30100, Eldoret, Kenya, telephone +254 708 806 720, website www.kenyahouses.co, and designated email addresses kenyahouses5@gmail.com, kenyahousesinvestmentsltd@gmail.com and kenyahouses1@gmail.com ("Company"); and the person or entity identified as the Client in the completed Service Application and Execution Form ("Client").

1.0.2 Client's Offer and Declarations.

(a) The Company's website, advertisements and application facilities invite applications and do not, by themselves, constitute an offer by the Company. The Client makes an offer by completing and submitting the Service Application and Execution Form ("Form") on these Contractual Terms and Conditions.

(b) The designated platform shall reject submissions missing any mandatory Form field, prescribed assent and required electronic signature.

(c) **"Successful Validation"** means the platform's recorded confirmation that a submission satisfies the requirements in Clause 1.0.2(b). Validation qualifies the offer for acceptance processing but does not constitute Company acceptance.

(d) **"Mandatory Validation Fields"** means every field designated compulsory by the platform, including the Client's identity and contact details, selected Project, Project Location, indicative Contract Sum or Project Cost, and representative or next-of-kin particulars.

(e) **"Prescribed Assent and Electronic Signature"** means the Client's selection of the checkbox stating "I agree to these Terms and Conditions" and completion of the designated electronic signature or signature mark before submission.

(f) Before submission, the platform shall enable the Client to review and correct the Form and access these Contractual Terms and Conditions in a retainable and reproducible form.

(g) By submitting the Form, the Client declares that:

(i) the Client has accessed these Terms and Conditions, had a reasonable opportunity to review them, seek clarification and obtain independent professional advice;

(ii) the Client voluntarily offers to be legally bound if the Company accepts under Clause 1.0.3;

(iii) the supplied particulars are, to the Client's knowledge after reasonable inquiry, accurate, complete and current, and may lawfully be disclosed;

(iv) the Client has legal capacity and, where acting for another person or entity, authority to bind that person or entity;

(v) the Client has sufficient funds or adequate financial arrangements to meet its contractual payment obligations;

(vi) assistance from another person does not, by itself, make that person a Party or authorise that person to bind the Company or vary this Contract; and

(vii) the electronic signature/mark, authentication method, account, credentials and designated email address are attributable to the Client or used with the Client's authority, subject to Applicable Law.

1.0.3 Company Acceptance and Effective Date.

(a) Following Successful Validation, the Company's duly authorised acceptance mechanism shall record acceptance of the Client's offer, apply the Company's authorised electronic signature or stamp, and associate the accepted Form to the exact version of these Contractual Terms and Conditions assented to by the Client.

(b) Subject to Applicable Law and mandatory formalities, the Contract forms when the authorised acceptance mechanism is successfully completed and the platform records that event.

"Effective Date" means the recorded date and time of that acceptance, not submission, validation or subsequent email dispatch.

(c) Following acceptance, the platform shall dispatch the accepted Form and the exact assented Terms to the Parties' designated email addresses. An email that merely reproduces, acknowledges or confirms receipt of the Client's submission is not Company acceptance. Dispatch evidences and communicates acceptance but is not a separate condition of formation.

(d) Failed validation or failure to complete authorised acceptance does not constitute acceptance. A dispatch failure after valid acceptance shall be recorded and addressed through the platform's recovery process without automatically reversing acceptance.

(e) The platform shall preserve transaction-linked records identifying the submitted Form, assented Terms version, validation outcome, acceptance event and timestamp, authorised electronic signature or stamp, recipient addresses, dispatch timestamps and available mail-server responses. Such records are evidence subject to authenticity, integrity, completeness, other evidence and Applicable Law; system generation alone does not make them conclusive.

(f) The Company shall retain these records in retrievable and reproducible form, with appropriate integrity and security safeguards, for the period required by Applicable Law or longer where lawfully necessary to preserve existing rights, obligations or disputes, subject to applicable data-protection, confidentiality and lawful-deletion requirements.

1.0.4 Capacity, Authority and Formalities.

(a) Each Party shall possess the legal capacity and authority required to enter into and perform this Contract. A representative shall disclose that capacity and possess authority to bind the represented person or entity.

(b) A person acting solely in a disclosed representative capacity incurs no personal contractual liability merely by acting in that capacity, without prejudice to liability arising independently from that person's undertaking, wrongful conduct or Applicable Law.

(c) Any additional signature, consent, witnessing, prescribed instrument, registration or other formality required by Applicable Law for the relevant Project or transaction must independently be satisfied.

(d) A declaration or warranty does not create capacity or authority that does not exist. Disputes concerning identity, capacity, authority or misrepresentation shall be determined under the evidence and Applicable Law.

1.0.5 Signatures and Binding Effect.

(a) The Parties' signatures or signature marks on the Form need not be repeated on these Contractual Terms and Conditions or another document validly incorporated into the Contract.

(b) Subject to Applicable Law, each Party's signature or signature mark authenticates its assent to the Form and incorporated Contract Documents to the extent legally recognised.

(c) This Contract binds each Party and its lawful successors and permitted assigns to the extent provided by the Contract and Applicable Law. No non-party incurs contractual liability merely by being a representative, relative, employee, contractor, successor or beneficiary.

1.1 Contract Documents and Interpretation.

1.1.1 Incorporation.



(a) The Contract comprises these Contractual Terms and Conditions in the version accepted under Clause 1.0, the completed Form and each other document expressly and validly incorporated under this Contract.
(b) Preparing, issuing, attaching, transmitting, receiving, acknowledging, signing, paying against, using or retaining a document does not, by itself, incorporate it, establish authority, vary a term or waive a right.
(c) The accepted version of these Contractual Terms and Conditions governs unless validly varied or affected by an independent legal right or obligation under Applicable Law. Later publication, upload or transmission does not, by itself, replace that version.

1.1.2 Order of Precedence.

(a) The Contract Documents shall be read together and reconciled wherever reasonably possible.
(b) Subject to Applicable Law, an irreconcilable inconsistency shall be resolved in this order:
(i) these Contractual Terms and Conditions;
(ii) the completed Form;
(iii) Project Particulars, solely on matters these Terms authorise them to determine; and
(iv) Project-Specific Documents, solely on matters these Terms expressly authorise them to govern.
(c) An Effective Variation prevails only to the extent of its valid modification under Clause 1.6.
(d) No document gains priority merely because it is later-dated, more specific, signed, attached, acknowledged, transmitted or issued by a Company Representative.
(e) Precedence resolves inconsistency but does not independently incorporate a document, establish authority, validate a variation, create an entitlement or extinguish a binding legal right or obligation.

1.1.3 Administrative and Evidential Records.

(a) An invoice, quotation, receipt, drawing, specification, photograph, message, email, report, inspection note, payment record, platform entry or reconciliation does not, merely by existing or being communicated, create or vary the Scope, Contract Sum, payment entitlement or another contractual obligation.
(b) Such records may evidence agreement, authority, payment, performance or another relevant fact. Their weight depends on authenticity, content, context, completeness, provenance, authority, other evidence and Applicable Law.
(c) A record, calculation or determination prepared or retained by the Company is not conclusive merely because the Company generated or retained it.
(d) The Company may establish and administer its lawful systems, recordkeeping procedures, access controls, verification processes and internal workflows, subject to this Contract and Applicable Law. These arrangements do not, by themselves, alter the Client's contractual rights or obligations or exclude duties imposed directly on the Company.

1.1.4 Definitions.

(a) **"Applicable Law"** means Kenyan law and any other law a competent court or tribunal is legally required to apply to the relevant matter.
(b) **"Business Day"** means a day other than Saturday, Sunday or a public holiday in Kenya, unless expressly provided otherwise.
(c) **"Company Representative"** means a person designated in a written record or valid delegation to perform specified functions for the Company. The designation defines the delegated functions but does not exclude actual or apparent authority or another basis of attribution recognised under Applicable Law.
(d) **"Contract"** means this Commercial Services Agreement, comprising the Contract Documents and governed by these Contractual Terms and Conditions and Applicable Law.
(e) **"Effective Variation"** means a substantive contractual change satisfying Clause 1.6 and Applicable Law. A waiver, ratification or other act may independently have legal effect under Applicable Law without satisfying the variation procedure.
(f) **"Project"** means the undertaking identified in the Form, including its applicable Location, Scope and validly incorporated Project Particulars.
(g) **"Scope"** means the services, works, materials, deliverables and other performance obligations included in the Contract, as validly varied.
(h) **"Project Particulars"** means Project-specific details recorded in the Form or subsequently incorporated through an authorised contractual mechanism.
(i) **"Project-Specific Document"** means a document validly incorporated and expressly authorised by these Terms to govern the relevant matter.
(j) Defined terms and operative provisions governing the Contract Sum, Applicable Contract Sum, financial reconciliation, payments, earned or unperformed value, Recoverable Costs, completion, liability limits, force majeure and assertion of liability govern their respective matters. This clause does not enlarge, replace or override them.

1.1.5 Interpretation and Entire Agreement.

(a) This Contract shall be interpreted according to its wording, defined terms, structure, order of precedence, Contract Documents read as a whole and Applicable Law, including mandatory consumer-protection requirements. Neither interpretation nor administrative practice creates an entitlement, charge, power, exclusion or obligation unsupported by the Contract or Applicable Law, subject to independently binding legal consequences of a representation or conduct.
(b) Headings are for convenience. The singular includes the plural and vice versa where the context permits. References to legislation include applicable amendments, replacements and subordinate legislation. References to persons include individuals and legal entities; references to a Party include its lawful successors and permitted assigns. "Including" means including without limitation unless expressly stated otherwise. Writing includes authenticated electronic records to the extent permitted by Applicable Law.
(c) The Company may adopt and communicate a reasonable, good-faith administrative interpretation of an existing provision for internal administration and dealings with the Client. Any interpretation materially affecting Scope, payment, specifications, timing or another substantive right shall identify its contractual basis and shall not amend the Contract or conclusively determine a dispute.
(d) A dispute concerning interpretation shall be resolved under Clause 2.2. Unaffected obligations shall continue where reasonably practicable and safe, subject to Clause 2.1 and Applicable Law.
(e) This Contract constitutes the entire agreement between the Parties concerning its subject matter and supersedes prior negotiations, statements and arrangements to the extent legally effective. It does not extinguish accrued rights or liabilities from a distinct earlier transaction unless validly settled, or override an express provision governing earlier transactions or payments.
(f) A prior statement does not become a contractual term or warranty merely because it was made or relied upon. Nothing in this Contract excludes or restricts liability for fraud, actionable misrepresentation or any right, remedy or liability that Applicable Law does not permit the Parties to exclude or restrict.

1.2 Client Information.



(i) The Client shall provide complete, accurate, current and non-misleading information required under this Contract, make reasonable inquiries into its accuracy, authority and completeness, and promptly correct any material error or omission and notify the Company of any material change discovered after submission.
(ii) The Client shall not knowingly provide false or misleading information, conceal a material fact expressly required by this Contract, or submit information it lacks authority to provide.
(iii) The Company may reasonably rely on Client-supplied information without independently verifying every item, except where verification is required by Applicable Law, the agreed Scope or the Company's applicable professional duties.
(iv) The Company may request reasonable supporting information, verify supplied particulars through lawful means, and restrict reliance on information that is materially incomplete, inconsistent or unverified.
Any resulting deferral, resequencing, suspension or termination must be authorised by the applicable provisions of this Contract or Applicable Law.
(v) An error, omission or inaccurate statement does not, by itself, invalidate this Contract or establish liability. Its consequences shall be determined by its materiality, cause, actual effect, the Parties' respective obligations and Applicable Law. The Client remains responsible for its own representations and omissions to the extent provided by this Contract and Applicable Law. Personal-data handling is governed by Clause 1.8.

1.3 Third-Party Payments.
(i) A payment by or through a third party discharges the Client's corresponding payment obligation only to the extent the Company receives the funds, any required clearance occurs, and the payment is identifiable and legally allocable to that obligation.
A Company accounting entry records allocation but is not a prerequisite to discharge where those requirements are otherwise satisfied.
(ii) The Client remains liable for any balance not discharged under subclause (i). Accepting, processing or crediting a third-party payment does not, by itself, make the payer a Party, agent, guarantor or assignee, or confer contractual rights on the payer.
Any independently established rights or obligations under Applicable Law or a separate binding arrangement remain unaffected.
(iii) Where a payment is effectively reversed, recalled or charged back and the corresponding funds are returned or become unavailable to the Company, the Company may reverse or adjust the corresponding credit to the extent of that effective reversal, subject to applicable payment rules and Applicable Law.
The Company may require reasonably necessary and lawfully obtainable information to verify the payment's source, purpose, authority and allocation.
(iv) The Client shall provide reasonable cooperation and supporting information required to identify and reconcile payments made on its behalf.
The Company may hold an uncertain payment in suspense pending lawful verification, but shall not treat the payment as received for discharge purposes beyond the extent established under subclause (i).
(v) The Company shall maintain and use its payment and accounting records in accordance with its lawful procedures and Applicable Law. Those records are relevant evidence of receipt, allocation, reversal and reconciliation, but are not conclusive merely because the Company generated or retained them.
(vi) Payments, credits, reversals, refunds, recoveries and other financial adjustments shall be accounted for once only. The resulting balance shall be reconciled under Clause 2.3 without double counting or double recovery.

1.4 Vitiating Circumstances and Corrections.
1.4.1 This Contract remains subject to any defect affecting its formation, validity or enforceability that is established under Applicable Law.
1.4.2 The Company may correct a clerical, mathematical or transcription error in its records where contemporaneous records or other reliable objective evidence establish the correct entry and the correction does not alter a substantive contractual right or obligation.
The Company shall notify the Client of a material correction and provide reasonably sufficient particulars.
1.4.3 No correction, internal record, unilateral declaration or administrative act creates missing assent, authority or a substantive contractual change. Any such change must satisfy Clause 1.6 or another independently valid basis under Applicable Law.

1.5 Project Cost/Contract Sum and Price Adjustments.
1.5.1 Initial Project Cost.
The Project Cost entered in the Service Application and Execution Form is indicative only and is not a fixed, final, minimum or maximum price unless an operative provision expressly makes it so.
1.5.2 Verification and Costing.
a) The Company controls its internal costing methods, calculations, systems and commercial procedures and may verify the price against the agreed Scope, quantities, specifications, Site conditions, materials, labour, professional requirements, regulatory requirements and other objectively relevant Project costs.
b) It may correct demonstrable calculation errors and apply agreed pricing mechanisms within their terms. Internal calculations and records do not independently establish or increase the amount payable.
1.5.3 Authorised Adjustments.
a) A price adjustment is binding only to the extent authorised by an agreed pricing mechanism, an Effective Variation or another entitlement recognised by Applicable Law.
b) A quotation, invoice, internal calculation or unilateral notice cannot independently authorise a new charge or unrestricted repricing.
1.5.4 Notice and Objections.
a) Where reasonably practicable, the Company shall provide particulars of a material proposed adjustment, including its amount, calculation and contractual basis, before implementation.
b) The Client shall submit any reasoned written objection within fourteen (14) Business Days after receiving those particulars. Expiry of that period neither validates an unauthorised charge nor extinguishes a right that cannot lawfully be waived.
c) An objection does not suspend an otherwise valid payment obligation or contractual deadline unless this Contract or Applicable Law provides otherwise. Disputes shall be resolved under Clause 2.2.
1.5.5 Additional or Changed Work.
a) The Company need not undertake additional or changed Work until its Scope, price, timing and authority are established through an Effective Variation or another legally effective mechanism.
b) Where immediate proportionate action is reasonably necessary to address an urgent safety or legal-compliance risk and prior consultation is impracticable, the Company may act within its lawful authority.



c) Any resulting charge or permanent change must have a contractual or legal basis and shall be documented as soon as reasonably practicable.

1.5.6 Applicable Contract Sum.

"Applicable Contract Sum" means the operative price properly attributable to the relevant Work after valid adjustments under this Contract or Applicable Law, subject to reconciliation under Clause 2.3. No amount is payable merely because it is proposed, recorded, invoiced or claimed, and no amount may be recovered twice.

1.5.7 Taxes.

a) Each Party shall account for taxes as required by Applicable Law. The Company may charge a tax only to the extent lawfully chargeable and shall provide documentation legally required for that charge.

b) A tax change does not, by itself, alter the pre-tax price. Lawful deductions remitted by the Client shall be credited where required by law, without double recovery.

1.5.8 Project Scope and Operational Control.

a) The Company shall perform only the expressly agreed Scope, as validly varied; the Client shall fulfil its allocated Site-access, authority, information, instruction, approval, utility and cooperation obligations; and the Company shall control work sequencing, methods, personnel and subcontractors, subject to the Contract and Applicable Law.

b) No unauthorised person may bind the Company, and no additional work, material specification change or Contract Sum adjustment is effective except through the agreed variation procedure or another legally effective basis.

1.6 Effective Variations.

1.6.1 An "Effective Variation" is a legally binding change to the Scope, Contract Sum, specifications, Deliverables, responsibilities or completion period made through the applicable contractual procedure by persons authorised to bind the relevant Party.

1.6.2 A proposed variation shall identify the affected Project, the proposed change and its material price and time consequences.

It becomes binding only when the required agreement, authority, approval and legal formalities have been satisfied and the variation is recorded through the prescribed contractual process.

1.6.3 An invoice, payment, discussion, oral instruction, site attendance, silence or progress entry does not, by itself, establish a variation. Any legal consequence independently arising from authority, ratification, estoppel or another recognised doctrine remains subject to Applicable Law.

1.6.4 Material Substitutions.

a) The Company may determine and implement a reasonably suitable substitute where a specified material or component is unavailable, unsuitable, delayed, unsafe, incompatible, legally restricted or affected by material cost or supply changes, provided the substitute complies with Applicable b) Law and the Contract's agreed performance and quality requirements.

b) Any change materially reducing those requirements or altering the Contract Sum requires the agreement required by this Contract or Applicable Law.

c) The Company shall disclose material differences before implementation where reasonably practicable. Where urgent action is reasonably necessary to protect safety, property or legal compliance, the Company may take proportionate lawful action without prior consultation, notifying the Client as soon as reasonably practicable.

d) No substitution alone creates an entitlement to additional payment or permanently varies this Contract unless authorised under this Contract or Applicable Law.

1.6.5 A variation takes effect on its stated date or, if none is stated, when it becomes legally binding. Retrospective effect requires valid agreement or another basis recognised by Applicable Law, with the affected Work and material consequences sufficiently identifiable.

1.7 Cybersecurity and Electronic Systems.

1.7.1 Security and System Availability.

Each Party shall implement reasonable security measures for the systems, credentials and electronic communications under its control. Neither Party guarantees uninterrupted or error-free operation.

A security incident or system failure does not, by itself, establish liability; responsibility remains subject to the relevant Party's conduct, causation, contractual obligations and Applicable Law.

1.7.2 Client Credentials.

The Client shall safeguard its credentials and authentication methods, restrict access to authorised persons, and promptly notify the Company of suspected compromise or unauthorised access affecting the Contract.

The Client remains responsible for consequences attributable to its breach of these duties, subject to causation and Applicable Law.

1.7.3 Security Incidents.

A Party becoming aware of a material security incident affecting this Contract shall notify the other Party as soon as reasonably practicable where notification is necessary or appropriate, and take reasonable mitigation measures within its control.

Neither Party shall delay or omit a notification required by Applicable Law, and each remains responsible for its own statutory duties.

1.7.4 Payment Security.

a) Before making payment, the Client shall verify the payment instructions through a Company-designated or authenticated channel and independently verify any purported change to the payment destination.

b) Payment to an unauthorised recipient does not discharge the debt unless the Company is legally responsible for the destination or Applicable Law otherwise provides. The Company is not responsible for loss caused by the Client's failure to verify instructions or by an independent third party, except to the extent the loss is attributable to the Company's own actionable conduct or liability imposed by Applicable Law.

1.7.5 Third-Party Intermediaries.

A bank, payment platform or other intermediary does not become the Company's agent solely by processing or facilitating a transaction. Each Party is responsible for its own dealings with such intermediaries, subject to any agency relationship, duty or liability established under Applicable Law.

1.8 Data Protection.

1.8.1 Compliance and Roles.

(a) Each Party shall comply with the Data Protection Act, 2019, applicable regulations and other applicable data-protection laws ("Applicable Law").



(b) The Company acts as a data controller when determining the purposes and means of its own processing and as a data processor only when processing personal data on behalf of another controller under lawful documented instructions.
(c) Each Party's role shall be determined by its actual processing activities and Applicable Law, not merely by the designation used in this Contract.
(d) Neither Party assumes the other's independent statutory duties. Nothing in this Contract excludes a duty, liability or data-subject right that Applicable Law makes non-excludable.

1.8.2 Client Authorisation and Company Processing.

(a) By entering this Contract, the Client expressly authorises the Company, without further reference to or permission from the Client, to collect, record, organise, store, retrieve, verify, use, disclose, transfer, retain and otherwise process the Client's personal data to the extent reasonably necessary for the purposes in this Clause and lawful under Applicable Law.
(b) Authorised purposes include contract formation and administration; identity and authority verification; project planning, delivery and management; communications and payment administration; security and fraud prevention; accounting; insurance; obtaining professional advice; legal and regulatory compliance; recordkeeping; and the establishment, exercise or defence of claims.
(c) Subject to Applicable Law, the Company may independently determine the appropriate personal-data categories, lawful processing methods, systems, access controls, service providers and retention arrangements for processing it controls.
(d) This advance authorisation does not itself establish consent as the lawful basis for every processing activity, dispense with any required lawful basis, privacy notice, separate consent, assessment or safeguard, or override a data subject's rights under Applicable Law. Processing must remain within its lawful purpose and scope.

1.8.3 Client-Supplied Data.

(a) To the extent within its responsibility and control, the Client shall ensure that personal data it supplies has been lawfully obtained and may lawfully be disclosed for the intended purpose, and that any required notice, authority or lawful basis has been secured.
(b) The Client shall provide reasonably accurate and complete information, promptly correct material inaccuracies it discovers and cooperate with lawful requests concerning data for which it is responsible.
(c) The Company may reasonably rely on Client-supplied or Client-approved information without independently verifying every item, except where verification is required by Applicable Law, the agreed Scope or a professional duty.
(d) Such reliance does not transfer the Client's duties to the Company or excuse the Company's own statutory obligations. Neither Party is responsible for the other's breach merely because it supplied or received the relevant data.

1.8.4 Transparency and Data-Subject Requests.

(a) Each Party shall provide the privacy information and notices required by Applicable Law for its own processing.
(b) A Party receiving a request concerning processing controlled by the other shall, where lawful and reasonably practicable, refer it promptly to that other Party without purporting to determine the request on the other's behalf.
(c) Each Party shall verify, assess and respond to requests concerning its own processing within applicable statutory periods, subject to lawful exemptions and restrictions. Nothing in this Contract restricts a data subject's rights under Applicable Law.

1.8.5 Disclosure and Service Providers.

(a) Subject to Applicable Law, the Company may disclose personal data to its personnel, professional advisers, insurers, financiers, contractors, service providers, regulators, courts and other lawful recipients to the extent reasonably necessary for a purpose authorised by this Contract or otherwise lawfully required or permitted.
(b) The Company may select, engage and administer third-party systems and service providers for processing it controls, subject to any legally required contractual terms, security measures, oversight and other safeguards.
(c) Where the Company processes personal data as a processor, it shall comply with applicable controller instructions and processor obligations. It may decline or suspend an instruction it reasonably considers unlawful, to the extent necessary and lawful, and seek clarification where practicable.
(d) Disclosure to or use of a third party does not, by itself, transfer the Company's statutory responsibilities or make the Company liable for every independent act or omission of that third party.

1.8.6 Security, Retention and Transfers.

(a) Each Party shall implement appropriate technical and organisational measures to protect personal data it processes, having regard to Applicable Law, the nature of the data and the risks of processing.
(b) Subject to Applicable Law, the Company shall independently administer access, security, storage and retention arrangements for personal data and records under its control.
(c) The Company may retain personal data for as long as reasonably necessary for its lawful processing purposes, contractual administration, business records, legal or regulatory obligations, accounting, insurance, evidence, claims or dispute resolution. It shall securely delete, destroy or anonymise data when retention is no longer lawfully justified, subject to applicable retention duties and lawful preservation requirements.
(d) Each Party shall ensure that any transfer of personal data, including a cross-border transfer, satisfies the applicable legal conditions and safeguards.
(e) Where required by Applicable Law, each Party shall undertake or cooperate in any required data-protection impact assessment or other compliance assessment for processing under its responsibility.

1.8.7 Security Incidents.

(a) Each Party shall promptly notify the other, where reasonably necessary and lawful, of a suspected or confirmed personal-data breach materially affecting the other Party's processing or requiring the other Party's action.
(b) Where the Company acts as a processor, it shall notify the relevant controller without undue delay and comply with applicable statutory and contractual notification requirements.
(c) Each Party remains responsible for making notifications to the Data Commissioner and affected data subjects where required by Applicable Law, within the applicable statutory deadlines. Nothing in this Contract permits delay or omission of a legally required notification.
(d) Each Party shall preserve relevant records, reasonably cooperate in investigating the incident and take appropriate mitigation measures within its control, subject to Applicable Law.

1.8.8 Responsibility and Liability.

(a) Each Party is responsible for its own processing decisions, acts, omissions and statutory duties to the extent imposed by Applicable Law.
(b) Neither Party assumes responsibility for the other's independent processing merely because it supplies or receives personal data, participates in this Contract or uses a common system or service provider.



(c) Liability shall be determined by Applicable Law, the relevant Party's duties and conduct, causation and any legally applicable defences or remedies. The occurrence of a breach or security incident alone does not establish liability without the elements required by law.

1.8.9 Registration and Compliance Records.

(a) The Company shall maintain registrations, records, policies and compliance arrangements required by Applicable Law for its actual processing activities.

(b) Each Party shall provide information reasonably necessary for the other to meet its own legal obligations, subject to confidentiality, security and Applicable Law.

(c) Registration, contractual allocation, policies, records or other compliance documents do not, by themselves, establish complete compliance or exclude any liability imposed by Applicable Law.

1.9 Client Project Inputs and Cooperation.

1.9.1 The Company may rely on information supplied by the Client without independent verification, except where required by this Contract or Applicable Law, while the Client remains responsible for knowingly false or misleading particulars, material omissions and promptly notifying the Company of any material error or change discovered after submission, subject to liability imposed on the Company by Applicable Law.

1.9.2 At its own cost, the Client shall timely provide all documents, accurate information, instructions, decisions, materials, approvals, permits, consents, Site rights, access and cooperation allocated to it and reasonably required for the relevant Work.

1.9.3 The Client is responsible for the accuracy, completeness and lawful use of Client-supplied designs, specifications, materials and information, and for the selection, instructions and performance of its appointed professionals and contractors, except to the extent the Company expressly assumes responsibility or Applicable Law imposes it on the Company.

1.9.4 The Company may reasonably rely on Client-supplied or Client-approved inputs without independently verifying each item, except where verification falls within the agreed Scope or is required by Applicable Law or the Company's applicable professional duties. Such reliance does not excuse any duty imposed on the Company by Applicable Law.

1.9.5 In performing the agreed Scope, the Company shall notify the Client of any material inconsistency or risk it actually identifies that reasonably requires clarification. This does not, by itself, require the Company to audit all Client inputs, independently verify every representation or discover every latent defect.

1.9.6 A material Client failure may justify deferral, resequencing, suspension or termination only as permitted by Clauses 2.1, 2.4, 2.5 and 2.7. Any resulting financial adjustment or recovery shall be authorised by this Contract or Applicable Law, supported by adequate evidence and limited to consequences causally attributable to that failure. The Company shall not recover the same loss twice. Nothing in this Clause excludes or reduces the Company's own contractual or statutory duties.

1.11 Confidentiality.

1.11.1 Each Party shall protect the other Party's non-public commercial, financial, technical and contractual information against unauthorised use or disclosure. Use is permitted for this Contract, lawful business administration, compliance, or another purpose authorised by the disclosing Party or Applicable Law. Personal data is governed by Clause 1.8.

1.11.2 The Company may disclose protected information to its personnel, professional advisers, insurers, financiers, contractors and service providers to the extent reasonably necessary for its lawful business operations, Project performance, compliance, financing, insurance, recordkeeping, dispute resolution or enforcement, subject to Applicable Law and appropriate safeguards. Either Party may disclose information to a court, regulator or other recipient to the extent legally required or authorised.

1.11.3 Confidentiality does not apply to information the receiving Party establishes through reliable records: (a) was lawfully known to it without restriction before disclosure; (b) became public without breach of duty; (c) was lawfully obtained without restriction from a source entitled to disclose it; (d) was independently developed without using the protected information; or (e) may be disclosed under the disclosing Party's written authorisation, solely to the authorised extent.

1.11.4 A Party making a legally required disclosure may disclose the information required and shall, where lawful and reasonably practicable, give prior notice and limit disclosure to the necessary extent.

1.11.5 On reasonable written request after completion or termination, a Party shall return or securely destroy the other Party's confidential information no longer reasonably required for an authorised purpose. Either Party may retain information reasonably necessary for lawful operations, compliance, business records, insurance, evidence, claims, dispute resolution, enforcement or routine backups, subject to applicable retention limits and continuing protection.

1.11.6 These obligations continue while information remains confidential or protection is otherwise required by Applicable Law. A Party becoming aware of material unauthorised use or disclosure shall notify the affected Party where reasonably practicable and lawful and reasonably cooperate in mitigation. Delay or failure to enforce a right does not, by itself, waive it. Disclosure or permitted use does not transfer ownership or Intellectual Property.

1.12 Intellectual Property.

1.12.1 Ownership.

Each Party retains its pre-existing Intellectual Property. Intellectual Property owned or created by the Company remains the Company's property unless expressly assigned by a legally effective written instrument. Client-owned and third-party rights remain unaffected.

1.12.2 Company Methods and Reusable Material.

The Company retains all rights in its methods, systems, templates, tools, processes, know-how, libraries, reusable components and related improvements or adaptations developed before or during the Project, except to the extent owned by another person or expressly assigned by a legally effective instrument. Project-specific Deliverables remain subject to Clause 1.12.4.

1.12.3 Client Material.

a) The Client retains its rights in material it supplies and grants the Company a non-exclusive, royalty-free licence to reproduce, adapt, store and use that material, and permit its personnel and appointed contractors to do so, as reasonably necessary for the Project and related contractual administration.

b) The Client warrants that it holds the necessary rights and authority and shall obtain required third-party permissions.

1.12.4 Client's Project Licence.

a) Subject to payment of amounts properly due for the relevant Deliverable or Scope, the Company grants the Client a non-exclusive, non-transferable licence to use Company-created Deliverables solely for the identified Project's lawful completion, operation, maintenance and repair. The Client may permit its professional advisers and contractors to use them for those purposes.



b) A genuine dispute concerning an unrelated amount does not, by itself, suspend a licence whose payment condition has been satisfied. Any suspension for non-payment must be authorised by this Contract and Applicable Law.
c) The licence excludes unrelated commercial exploitation, resale, distribution and reuse of the Company's reusable methods, templates, tools or systems. No licence extends beyond rights the Company holds in third-party material.

1.12.5 No Implied Rights.

a) Disclosure, access, possession, delivery, payment or use does not, by itself, assign Intellectual Property, confer exclusivity or establish joint ownership. Neither Party grants rights it does not own or have authority to grant.
b) The Client shall comply with applicable third-party licence conditions and shall not use the Company's reusable material to reproduce its service model or develop an unrelated project except as expressly licensed or otherwise lawfully permitted.

1.12.6 Company Administration and Survival.

a) Subject to this Contract and Applicable Law, the Company independently administers its lawful methods of creating, storing, managing, licensing and protecting its Intellectual Property and reusable material.
b) Ownership provisions and licences intended to survive completion, expiry or termination continue according to their terms. Termination does not enlarge a licence or transfer ownership.

1.13 Project Media, Recording and Testimonials.

1.13.1 By entering into this Contract, the Client authorises the Company, without further notice to or consent from the Client, to take photographs and videos of the Project, relevant Site conditions, Works, materials, progress and completed Work for performance, supervision, quality control, safety, security, compliance, insurance, recordkeeping, evidence, claims or enforcement, subject to Applicable Law.

1.13.2 The Client shall, to the extent lawfully within its control, facilitate the Company's authorised access to the relevant Project areas and inform persons whose cooperation or permission is required.

The Client's consent does not constitute consent on behalf of another person or waive any third-party right.

1.13.3 The Company may retain and use such media for the purposes stated in Clause 1.13.1 without further notice to the Client, subject to Applicable Law, confidentiality obligations, data-protection requirements and applicable retention limits.

Portfolio, publicity or promotional use is permitted only where the Company has the separate lawful basis and any additional consent required for that specific use.

1.13.4 Withdrawal and Removal.

a) A subsequent denial of a recorded statement does not, by itself, establish that the recording is false or unauthorised. A request to withdraw promotional consent or remove published material shall be dealt with in accordance with Applicable Law.
b) Where the law requires publication to cease or material to be removed, the Company shall take the required steps within its control.
c) The Company is not responsible for guaranteeing removal of independent third-party copies outside its control, without prejudice to any further duty imposed on it by law.

1.13.5 Client Media and Ownership.

a) The Client retains its rights in Client-created media and grants the Company a non-exclusive, royalty-free licence to store, reproduce and use that media as reasonably necessary for the Project and related contractual purposes, subject to third-party rights and Applicable Law.
b) Intellectual Property in Company-created Project Media remains the Company's property to the extent legally owned by it. Project Media is not a Deliverable unless expressly included in the Scope.

1.13.6 Retention and Evidential Use.

a) The Company may retain and disclose Project Media to the extent reasonably necessary for lawful business records, compliance, insurance, evidence, dispute resolution, claims or enforcement, subject to Applicable Law and applicable confidentiality, data-protection, retention and evidential requirements.
b) Withdrawal of promotional consent does not, by itself, require destruction of material that the Company has an independent lawful basis to retain.

1.13.7 Client Testimonials and Promotional Media.

(a) By entering into this Contract, the Client expressly authorises the Company, without further notice to or consent from the Client, to photograph, film, record, reproduce, edit without materially distorting meaning, publish and communicate to the public the Client's voluntarily provided testimonials, statements, image and voice relating to the Company, its services or the Project, for the Company's lawful portfolio, publicity, advertising and promotional purposes, including on its website, social-media accounts, marketing materials and other promotional channels.

(b) The Company may determine the lawful format, timing, placement and promotional channel of the authorised material, provided it does not materially misrepresent the Client's statements or use the material for an unlawful purpose. This authorisation does not permit fabrication of a testimonial or misleading alteration of its substance.

(c) The Company may retain the original recording and reasonable records of its creation, authorisation and publication for business records, authenticity verification, compliance, dispute resolution and legal claims, subject to Applicable Law.

(d) A subsequent denial of the statement or request to remove published material does not, by itself, establish that the recording or publication was unauthorised.

(e) The Company shall assess any withdrawal or removal request under Applicable Law and comply with any applicable legal requirement to cease publication, remove material or restrict further processing. Where removal is required, the Company shall take the steps required within its control; third-party copies outside its control are not guaranteed to be removable.

(f) This authorisation does not transfer ownership of the Client's pre-existing Intellectual Property or waive rights that cannot lawfully be waived. Nothing in this Clause excludes a data subject's non-waivable rights or a duty imposed directly on the Company by Applicable Law.

1.14 Retention and Custody of Property.

1.14.1 Company Property.

(a) Equipment, tools, materials, temporary works and records owned by or lawfully held for the Company remain its property unless ownership lawfully transfers under this Contract or Applicable Law.

(b) The Client shall not use, remove, dispose of, encumber or interfere with Company property without written consent or lawful authority.

(c) The Company may remove its property when no longer required or upon completion, suspension or termination, subject to lawful access, safety requirements and binding obligations.

1.14.2 Client and Third-Party Property.



(a) The Company need not accept custody of property belonging to another person except as required by this Contract, a separate binding arrangement or Applicable Law.
(b) A person delivering property shall identify its owner, disclose material restrictions and establish authority to deliver it when reasonably requested. The Company may decline voluntary custody while a material doubt remains, subject to existing legal duties.
(c) The Company may retain property only under an enforceable contractual right, the owner's consent or other lawful authority. This Clause creates no lien, security interest, sale right or set-off right.
(d) Property at a Site or handled incidentally does not, by itself, establish accepted custody or an obligation to insure it.

1.14.3 Care, Access and Release.

(a) A Party accepting custody shall exercise the care required by this Contract and Applicable Law, having regard to the property, its known condition and the agreed custody arrangements.
(b) Where reasonably practicable, the receiving Party shall record the property's identity and apparent condition upon receipt and release and notify the owner promptly of material damage or discrepancy identified during custody. Such records are evidence of apparent condition, not conclusive proof of cause or liability.
(c) The holder shall allow reasonable access to and release of property when due, subject to lawful retention rights and safe collection arrangements.
(d) Insurance is required only where expressly imposed by a binding agreement or Applicable Law.

1.14.4 Costs and Disposal.

(a) Custody, handling, removal and storage costs are recoverable only where authorised by this Contract or Applicable Law, reasonably incurred, evidenced and attributable to the relevant matter. Where practicable, the owner shall receive advance notice of avoidable additional costs. Notice alone creates no entitlement.
(b) Recoverable amounts shall be accounted for under Clause 2.3 where applicable, without double recovery.
(c) Property may be sold, destroyed or permanently disposed of only with the owner's authority or another lawful basis and in accordance with the required procedure. A payment dispute alone creates no disposal right.

1.15 Indemnity and Third-Party Liability.

1.15.1 Independent Relationship and Performance.

(a) The Parties contract independently. This Contract does not, by itself, create a partnership, joint venture, employment or agency relationship between them.
(b) Subject to the agreed Scope, the Company retains authority over its lawful business operations, personnel allocation, work methods, systems and selection of service providers. The Client may specify agreed outcomes, requirements and Site constraints but shall not direct the Company's personnel or subcontractors as though they were its own.
(c) The Company may perform through employees, agents, consultants and subcontractors. Delegation does not discharge an obligation or liability legally attributable to the Company.
(d) The status, authority and responsibility of any person shall be determined by the actual relationship, conduct, degree of control, Contract Documents and Applicable Law, not contractual labels alone.

1.15.2 Authority and Unauthorised Commitments.

(a) Only the Company's duly authorised representatives may bind it, within their actual authority and the applicable contractual requirements.
(b) Neither Party's engagement of a person, by itself, authorises that person to bind the other.
No variation, waiver, settlement or material financial commitment binds the Company unless made or approved through its applicable contractual authority and form requirements, subject to any binding effect imposed by Applicable Law.
(c) The Company is not contractually responsible merely because a person claims authority to act for it. This does not exclude liability arising from actual or legally recognised apparent authority, ratification or other conduct attributable to the Company.

1.15.3 Personnel, Agents and Regulated Work.

(a) Each Party is responsible for its own personnel and for liabilities attributable to it under Applicable Law.
The Company shall take reasonable steps to verify credentials legally required for regulated work it assigns.
(b) The Company shall maintain its lawful operational independence and shall not knowingly represent a subcontractor as its employee or agent where that representation is inaccurate.
(c) The Company's employees and agents remain subject to the legal rules governing their relationship with the Company.
Nothing in this Contract excludes vicarious liability or direct liability that Applicable Law imposes on the Company.
(d) A subcontractor's independent acts and omissions are not automatically attributable to the Company merely because the Company engaged, paid or coordinated the subcontractor. Attribution depends on the actual relationship, the relevant conduct and Applicable Law, including any non-delegable duty.

1.15.4 Client Indemnity.

(a) To the extent permitted by Applicable Law, the Client shall indemnify the Company against reasonable, evidenced and legally recoverable third-party liabilities, damages, settlement amounts and defence costs, to the extent caused by:
(i) the Client's breach of this Contract, negligence, wilful misconduct or unlawful conduct;
(ii) the conduct of a person for whose acts or omissions the Client is legally responsible; or
(iii) Client-supplied, selected or authorised materials, information or instructions that infringe third-party rights or are unlawful.
(b) The indemnity excludes the portion caused by the Company's breach, negligence, wilful misconduct or other conduct for which it is legally responsible. Where responsibility is shared, recovery is limited to the portion properly attributable to the Client under Applicable Law and any enforceable contractual allocation.
(c) Defence costs may be claimed as incurred only where reasonable, evidenced and legally recoverable.
Interim payments shall be credited against the final liability, and overpayments accounted for. A demand or untested allegation alone does not establish an indemnity obligation.
(d) The Company shall take reasonable steps to avoid unnecessary costs and shall not recover the same loss more than once. Nothing requires the Company to admit liability, waive a defence or incur unlawful expenditure.
(e) This indemnity does not create an automatic right to recover the Company's own liability from the Client where that liability arises from conduct attributable to the Company or where recovery is prohibited by Applicable Law.

1.15.5 Subcontracting and Risk Protection.



(a) The Company may select and engage suitably qualified subcontractors for the Services, subject to the accepted Scope and Applicable Law. Before assigning material Project work, it shall enter into a written subcontract identifying the assigned work, responsibilities and applicable performance, safety and legal requirements.
(b) Before regulated work begins, the Company shall take reasonable steps to verify the credentials legally required for that work. Where insurance is required by Applicable Law or the accepted Project Particulars, the Company shall obtain and verify reasonable documentary evidence of cover before the relevant work begins.
(c) For subcontracted work presenting a material, identifiable third-party liability risk, the Company shall assess whether a written indemnity, insurance or other lawful financial protection is reasonably available and proportionate to the risk and commercially obtainable on reasonable terms.
(d) The Company shall not knowingly commence work without protection expressly required by Applicable Law or the accepted Contract Documents unless a lawful alternative is permitted and documented.
(e) A subcontractor is bound by an indemnity, insurance obligation or other commitment only to the extent it has enforceably accepted that obligation. Subcontracting does not relieve the Company of a duty or liability legally attributable to it.

1.15.6 Third-Party Claims and Settlements.

(a) A Party becoming aware of a third-party claim reasonably likely to engage an indemnity or insurance right shall notify the other affected Party as soon as reasonably practicable and provide available material particulars. Any earlier deadline imposed by Applicable Law or an applicable policy shall prevail. Delay affects recovery only to the extent of proven prejudice or another consequence recognised by law or the policy.
(b) Defence control shall follow the applicable insurance policy. Otherwise, the Party against whom the claim is made shall control its defence after reasonable consultation with a Party seeking indemnity.
The latter may participate through suitably qualified advisers at its own initial cost, subject to any later lawful recovery.
(c) Neither Party shall unreasonably obstruct a defence or compromise the other's rights. Neither may settle on behalf of the other or impose an admission, liability, payment obligation or continuing duty on it without prior written consent or other lawful authority.
Consent to a settlement materially affecting the other Party's indemnity or legal interests shall not be unreasonably withheld or delayed where the proposed settlement is adequately supported, provides an appropriate release and does not materially prejudice that Party.
(d) A Party may take urgent protective measures reasonably necessary to preserve legal rights, meet a deadline or prevent material prejudice, notifying the other affected Party as soon as reasonably practicable. Each shall reasonably cooperate, preserve relevant evidence and comply with lawful insurer requirements, subject to privilege, confidentiality and Applicable Law.

1.15.7 Proof and Recovery.

An indemnity, contribution or reimbursement claim requires proof of its legal or contractual basis, causation and recoverable amount. A judgment or settlement against one Party does not, by itself, establish another Party's liability unless that Party is bound by it or otherwise legally responsible. Recoverable costs must be reasonable, evidenced and attributable to the claim. Insurance proceeds, credits, contributions and other recoveries shall be accounted for to prevent double recovery.

1.15.8 Insurance, Liability Limits and Reconciliation.

(a) Insurance obligations and coverage are governed by Clause 1.18, the accepted Project Particulars and the relevant policy or binding instrument.
(b) The Company's liability is subject to Clause 1.17 to the extent that the limitation applies to the substance of the claim and is enforceable under Applicable Law, regardless of the remedy's label.
(c) The Client's indemnity under Clause 1.15.4 is a separate obligation and is not reduced by a limitation applying solely to the Company unless this Contract or Applicable Law require otherwise. It remains subject to its express conditions, proof, causation, attribution, the prohibition against double recovery and mandatory law.
(d) Financial amounts arising under this Clause shall be accounted for under Clause 2.3 where applicable. Reconciliation alone does not establish liability or an enforceable indemnity.

1.15.9 Disputes and Mandatory Law.

Disputes under this Clause are subject to Clause 2.2; suspension and termination remain subject to Clause 2.1. Nothing in this Contract excludes non-excludable liability, changes a person's legal status contrary to Applicable Law or binds a third party without a valid legal basis.

1.16 Limited Non-Circumvention.

1.16.1 Protected Opportunity.

A **"Protected Opportunity"** means a specific transaction or business opportunity that reliable contemporaneous records establish the Company materially introduced to the Client during the Contract term. An introduction alone creates no commission, exclusivity or remuneration entitlement.

1.16.2 Restriction.

The Client shall not deliberately use a Protected Opportunity to avoid remuneration expressly and enforceably payable to the Company under a written agreement covering that transaction. The restriction continues after termination only to the extent that agreement expressly covers the relevant post-termination transaction or provides for the obligation to survive. This Clause creates no independent commission, exclusivity, remuneration entitlement or payment trigger.

1.16.3 Proof.

A claim requires reliable evidence of:
(a) the Protected Opportunity and the Company's material introduction;
(b) the written, enforceable remuneration agreement and payment trigger;
(c) deliberate avoidance by the Client, directly or through a person acting on its behalf or under its direction;
(d) the material connection between the introduction and the completed transaction; and
(e) the remuneration or other loss recoverable under that agreement and Applicable Law.
An introduction, referral, contact, negotiation or subsequent transaction alone establishes neither circumvention nor entitlement to payment.

1.16.4 Exclusions and Protected Information.

This Clause does not restrict a transaction independently developed by the Client without material use of the Company's Protected Opportunity or Protected Information, or a transaction unrelated to that opportunity.
"Protected Information" means non-public information supplied or disclosed by or through the Company in connection with the identified opportunity which the Client knew or reasonably ought to have known was confidential or commercially sensitive. Nothing restricts lawful competition, independent dealings or use of information lawfully available without breach of confidence.



1.16.5 Remedies and Reconciliation.
Recovery is limited to remuneration expressly and enforceably due or other loss recoverable under Applicable Law, established by evidence, causation and applicable mitigation principles. Gross transaction value, an unagreed commission, a penalty or automatic forfeiture does not alone establish recoverable loss. Clause 1.17 applies to the Company's liability to the extent applicable and enforceable. Financial amounts shall be reconciled under Clause 2.3 where applicable, without double recovery.

1.17. Liability and Limitation.
1.17.1. Basis and Definitions.
(i) The Company is liable only to the extent the claimant establishes a cause of action recognised by Applicable Law, including the required duty, breach, causation and recoverable loss. The burden and standard of proof remain those prescribed by law.
(ii) **"Scope"** means services, works, deliverables or obligations allocated to a Project or identifiable part by the Contract Documents. An invoice, payment, phase, description or accounting entry does not alone establish a separate Scope. Where reliable evidence does not permit reasonable separation, the Contract shall be treated as one Scope.
(iii) **"Amount Paid and Finally Retained"** means money actually received by the Company and attributable to the relevant Scope, less refunds, reversals, chargebacks, credits and amounts established as repayable by a binding settlement, lawful binding determination, competent court order or other legally sufficient basis, without duplicate deduction. An allegation, unilateral calculation or provisional entry does not alone establish that an amount is repayable.
(iv) **"Valid Assertion Date"** means the earliest date on which the Company receives a written claim notice through the contractual notice channel that reasonably identifies the relevant Scope, material facts, alleged breach or other legal basis, and relief sought, or the relevant proceedings are validly commenced and served under Applicable Law. An exact amount need not be stated if it cannot reasonably be quantified, provided a reasonable estimate is supplied so far as ascertainable. A defective notice does not establish the Valid Assertion Date. This definition governs contractual measurement only and does not alter accrual, statutory limitation periods or mandatory procedural requirements.
(v) **"Applicable Liability Cap"** means the aggregate monetary limit calculated under Clause 1.17.4.
1.17.2. Excluded Losses.
To the fullest extent permitted by Applicable Law, the Company shall not be liable for loss of profit, revenue, business, opportunity, anticipated savings, goodwill or data, or indirect, consequential, exemplary or punitive loss or damages, regardless of the cause of action or label used. The nature and recoverability of any loss shall be determined by its substance and Applicable Law. Any loss not lawfully excluded remains subject to the Applicable Liability Cap and the other lawful limitations in this Clause.
1.17.3. Mandatory Legal Limits.
No provision of this Clause excludes or limits liability, rights or remedies to the extent Applicable Law prohibits that exclusion or limitation. Each restriction applies only to its lawful extent. An unenforceable provision shall not be applied beyond that extent; the remainder shall continue insofar as legally severable, without requiring a court or tribunal to rewrite this Contract.
1.17.4. Aggregate Liability Cap.
(i) Subject to Clauses 1.17.3 and 1.17.5, the Company's aggregate monetary liability attributable to a Scope shall not exceed ten per cent (10%) of the lower of:
(a) the Amount Paid and Finally Retained for that Scope; and
(b) the Earned Value attributable to that Scope under Clause 2.3,
each measured as at the Valid Assertion Date applicable to the claim. This is the Applicable Liability Cap.
(ii) One Applicable Liability Cap applies collectively to all claims attributable to the same Scope, regardless of the number of acts, events, causes of action, notices, proceedings or claimants deriving rights from the same underlying entitlement. A new legal label, notice, claimant or proceeding does not create an additional cap or reset an existing one.
(iii) If either measure in Clause 1.17.4(i) is zero, the Applicable Liability Cap is zero to the extent legally enforceable. No alternative minimum or substitute cap arises. Clause 1.17.3 governs where that result cannot lawfully be enforced.
(iv) A separate Scope or allocation of liability must be supported by the Contract Documents and reliable evidence of the relevant obligations, performance, payment and causation. Where separate attribution cannot reasonably be established, Clause 1.17.1(ii) applies. No artificial division, consolidation or reallocation may manipulate the cap.
(v) The cap limits monetary liability within its lawful scope. It does not itself establish liability, create a cause of action or determine the contractual reconciliation balance.
1.17.5. Application and Attribution.
(i) To the fullest extent permitted by Applicable Law, the Applicable Liability Cap applies to monetary liability arising from or connected with the relevant Scope, whether claimed as damages, reimbursement, indemnity, contribution, restitution or otherwise. The substance of the claim, rather than its label, determines its treatment.
(ii) A payment or refund obligation arising directly under the Contract Documents shall be distinguished from monetary liability for breach or other actionable conduct. The cap applies to a payment or refund obligation only to the extent it is, in substance, a claim for monetary liability within Clause 1.17.4 and may lawfully be limited.
It does not extinguish a primary contractual payment or refund obligation merely because that obligation is disputed or reconciled under Clause 2.3; nor may a claimant recharacterise capped liability as a primary payment or refund obligation to evade the cap. The Contract Documents and Applicable Law determine the obligation's true nature.
(iii) Loss attributable to multiple Scopes shall be allocated according to the Contract Documents, established causation and reliable evidence. Amounts already compensated, refunded, credited or otherwise recovered for the same loss shall be deducted to prevent double recovery. A common Project or transaction does not alone establish either one Scope or multiple Scopes.
(iv) This Clause regulates only claims and rights this Contract may lawfully regulate. It does not bind an independent third party or extinguish an independent right that the Contract cannot lawfully restrict.
1.17.6. Measurement and Later Events.
(i) The cap shall be calculated using the values existing at the Valid Assertion Date. Later evidence may establish those historical values but does not itself change the measurement date.
(ii) Later performance, payment, refund, credit, variation, additional work or Scope expansion does not automatically increase the cap for a claim already asserted. Whether a later claim is distinct depends on its substance, underlying facts, loss and Scope; later quantification, a new legal label or a further notice alone does not establish a distinct claim.



(iii) An objectively demonstrated calculation or attribution error may be corrected to establish the historical values existing at the Valid Assertion Date. Correction does not itself change that date, reopen a binding settlement or determination, or permit circumvention of the cap. Any reopening remains subject to the governing settlement or determination and Applicable Law.

1.17.7. Reconciliation and No Double Recovery.

(i) Clause 2.3 governs the contractual reconciliation formula for Earned Value, Recoverable Costs, Client Cancellation Allocation, Unperformed Contract Value and the net financial balance, subject to the Contract Documents and Applicable Law.

An invoice, account entry, reconciliation statement or provisional calculation does not alone establish liability, breach, causation, recoverable loss, admission, debt or refund entitlement.

(ii) A payment or refund obligation is enforceable only to the extent established by the Contract Documents, the facts and Applicable Law, including any binding settlement or determination validly made within its authority.

No Party may recover the same loss, amount, cost or entitlement more than once. Insurance proceeds, credits, contributions, refunds and other recoveries shall be accounted for to the extent required by the Contract Documents and Applicable Law.

(iii) This Clause shall be read consistently with Clauses 1.8, 1.15, 1.18, 1.19, 2.2 and 2.3. It does not make a unilateral calculation conclusive, displace a binding dispute-resolution process validly applicable to the matter, or exclude a mandatory right or remedy.

1.18. Insurance.

1.18.1. Client's Project Insurance.

(i) At its own cost, the Client shall procure and maintain insurance required by Applicable Law and the accepted Project Particulars for the Project, including contract-works and third-party liability cover where applicable.

(ii) Cover shall identify the Project, relevant Works and insured interests; commence before the earlier of commencement of the relevant Work or exposure of Project property to the relevant risk; and continue until completion and handover or any longer period expressly required by the Contract Documents or Applicable Law.

(iii) Insured values, limits, deductibles and policy periods shall meet the accepted Project Particulars and Applicable Law. Where the Project Particulars specify no amount, the Client shall obtain cover reasonably commensurate with the identified risks and Scope, to the extent commercially reasonably available. Any claimed unavailability shall be supported by reasonable documentary evidence and shall not waive a statutory or expressly agreed insurance requirement.

(iv) Where available, lawful and appropriate to the relevant insurable interest, the Client shall obtain endorsements protecting the Company and other relevant persons according to their respective interests, including additional-insured, loss-payee or waiver-of-subrogation protection where applicable.

(v) Insurance shall be placed with an insurer authorised to provide the relevant class of insurance in Kenya where required by law. An application, quotation, certificate or premium receipt alone does not establish effective cover or insured status.

1.18.2. Company's Insurance.

Each Party shall maintain insurance required of it by Applicable Law and any additional insurance expressly allocated to it by a binding Contract Document. The Client's insurance does not discharge the Company's own obligations. Insurance does not, by itself, transfer liability, establish fault or create an indemnity.

1.18.3. Evidence and Continuity.

(i) Before the relevant Work begins and on reasonable request, the Client shall provide the policy or documentary evidence reasonably sufficient to verify the insurer, effective cover, insured Project and interests, risks covered, limits, values, deductibles, policy period and material exclusions. Where the evidence is inadequate or a material doubt arises, the Company may require the policy or further confirmation, subject to lawful confidentiality restrictions.

(ii) The Client shall pay premiums when due, comply with material policy conditions within its control, and promptly notify the Company of any known cancellation, lapse, non-renewal or material restriction or reduction of required cover. The Client shall not knowingly prejudice required cover through an act or omission within its control.

(iii) If required cover is unavailable or materially deficient, the Client shall notify the Company before the affected risk arises and provide reasonable supporting evidence. An alternative is effective only if recorded in writing by authorised representatives and lawful; it does not waive a requirement imposed by Applicable Law.

1.18.4. Incidents and Claims.

(i) Each Party shall promptly notify the other of a known incident or claim reasonably likely to materially affect the Project, the other Party's insured interests or required cover, without delaying any notice required by an insurer or Applicable Law.

(ii) Each Party shall notify its insurer as required, comply with applicable policy conditions and take reasonable steps to preserve cover, evidence and legal rights.

(iii) The Parties shall reasonably cooperate in Project-related insurance claims, subject to policy terms, Applicable Law, confidentiality, privilege and third-party rights. Neither Party is required to admit liability, waive a defence or incur material expenditure for the other without an agreed lawful basis, except as required by law.

(iv) Neither Party shall knowingly make a fraudulent insurance claim or materially false insurance representation, or deliberately prejudice the other Party's valid insurance rights.

(v) Insurance proceeds shall be applied according to the policy, the Parties' respective insured interests, the Contract Documents and Applicable Law. Recoveries attributable to the same loss shall be accounted for under Clauses 1.15, 1.17 and 2.3, where applicable, to prevent double recovery.

1.18.5. Deficient Cover and Suspension.

(i) Failure to procure, maintain or evidence required insurance constitutes default when the obligation falls due, subject to Applicable Law and any applicable cure period.

(ii) Subject to Clause 2.1 and Applicable Law, the Company may withhold commencement of or suspend affected Work where required cover is absent, unverified or materially deficient.

(iii) Where reasonably necessary to prevent imminent uninsured exposure, the Company may take immediate protective action, including suspension, subject to mandatory notice and procedural requirements. Otherwise, the Company shall give any notice and opportunity to remedy required by the Contract Documents or Applicable Law.

(iv) Any restriction shall be proportionate to the risk and extend to unaffected Work only where reasonably necessary to address it. Work may resume when compliant cover or a lawful alternative agreed in writing is established.



(v) Any extension of time, cost recovery, termination or other remedy arising from deficient cover must have an independent basis under the Contract Documents and Applicable Law.
(vi) No automatic fee, penalty, indemnity or damages entitlement arises solely from an insurance failure. Financial adjustments remain subject to Clause 2.3 and the prohibition against double recovery.

1.18.6. Uninsured Losses and Liability.

(i) A failure to insure, deductible, exclusion, coverage shortfall or insurer's refusal to pay does not, by itself, establish liability for the resulting loss or make the Client responsible for every Project loss.
(ii) Where the Client breaches an insurance obligation and that breach causes the Company a loss recoverable under this Contract or Applicable Law, the Company may claim the proven loss, subject to causation, mitigation, applicable contractual limitations and Applicable Law. No loss is recoverable merely because it was uninsured or insurance proceeds were refused.
(iii) Any recovery remains subject to Clauses 1.15, 1.17 and 2.3, where applicable. Nothing in this Clause excludes or limits a duty, liability, right or remedy that Applicable Law prohibits the Parties from excluding or limiting.

1.19. Notices, Waiver and Third-Party Rights.

1.19.1. Contractual Notices.

(i) A notice shall comply with the channel, form, content and timing prescribed by this Contract. Where none is prescribed, a notice to the Company shall be sent to its designated email or physical address under Clause 1.0.1, and a notice to the Client to the contact details in the accepted Service Application and Execution Form.
(ii) Each Party shall promptly notify the other through an authorised channel of any change to its designated contact details. The Company may rely on the latest properly notified details unless it actually knows they are no longer usable, subject to Applicable Law and any mandatory notice requirement.
(iii) Contractual notice does not replace service of legal process or compliance with any mandatory statutory notice or procedure.

1.19.2. Electronic Receipt and Proof.

(i) Subject to Applicable Law, an electronic notice is received when it enters the designated recipient information system in retrievable form, as established by reliable evidence. Dispatch alone does not establish receipt where delivery failure is shown.
(ii) Where reliable evidence indicates delivery failure, the sender shall take reasonable steps to verify delivery and, where necessary, resend through another permitted channel.
(iii) Each Party shall retain reasonably available evidence of the notice's content, dispatch and receipt. Receipt does not cure a defect in required content, timing, form, authority or service.

1.19.3. Claim Notices.

(i) A notice relied upon to establish a Valid Assertion Date under Clause 1.17.1(iv) shall identify, so far as reasonably ascertainable, the relevant Scope, material facts, alleged act or omission, legal or contractual basis, relief sought and amount claimed or a reasonable basis for estimating it.
(ii) A materially deficient notice establishes the Valid Assertion Date for that contractual purpose only when sufficient particulars are received. This requirement does not alter statutory accrual, limitation periods, mandatory service requirements or any right protected by Applicable Law.

1.19.4. Waiver, Settlement and Authority.

(i) An acknowledgement, investigation, negotiation, provisional calculation, reconciliation, repayment proposal, partial payment, refund, continued performance or delay does not, by itself, establish an admission, waiver, settlement, release, novation, variation or abandonment of a right. Its legal effect depends on the relevant communication or conduct, context, authority, Contract Documents and Applicable Law.
(ii) No Company employee, agent, contractor or representative may bind the Company to a waiver, settlement, release, admission, variation or financial concession beyond their authority and the applicable contractual requirements, subject to any binding effect imposed by Applicable Law. Before relying on any purported Company approval of a material variation, settlement or financial concession, the Client shall verify it through the Company's designated authorised channel and retain the confirmation. This verification requirement does not displace any authority, ratification, estoppel or other legal consequence recognised by Applicable Law.
(iii) Payments and refunds shall be credited according to their established purpose and legal effect under Clause 2.3. Neither, by itself, settles a disputed balance or displaces Clause 2.2. Nothing in this Clause excludes an estoppel, ratification or other legal consequence established under Applicable Law.

1.19.5. Reconciliation and Disputes.

(i) Clause 2.3 governs contractual financial reconciliation; Clause 2.2 governs disputes within its scope, each subject to Applicable Law.
(ii) A reconciliation statement, account entry or calculation issued by either Party is not conclusive merely because it was issued. Finality arises only to the extent established by an expressly agreed binding settlement, a binding determination validly made within its authority, or Applicable Law. No Party may recover twice for the same amount, cost, loss or entitlement.

1.19.6. Third-Party Rights.

(i) A person who is not a Party acquires no contractual right merely by being mentioned in this Contract, unless a right is expressly conferred or arises under Applicable Law.
(ii) Nothing in this Clause invalidates an assignment, succession, subrogation, trust, agency, insolvency right, court order or independent right recognised by Applicable Law.
(iii) A person claiming through a Party acquires no greater contractual right than that Party may lawfully transfer or confer, subject to any independent right or protection recognised by Applicable Law.

1.20. Mandatory Law, Severability and Survival.

1.20.1 Mandatory Law.

Each provision shall operate to the fullest extent permitted by Applicable Law. Applicable Law prevails only to the extent of an actual inconsistency.
Nothing in this Contract excludes a non-excludable right, duty, liability or remedy, or authorises unlawful conduct. Any limitation or exception shall be confined to the extent legally necessary, preserving the remainder of the provision and the Company's lawful rights, protections and contractual control.

1.20.2 Severability.

If a competent court or tribunal determines any provision invalid, unlawful or unenforceable, that provision shall be severed or restricted only to the extent permitted by Applicable Law. No court, tribunal or Party shall be required by this clause to create a new bargain or rewrite the



Contract. The remaining provisions shall continue in force to the extent lawful, workable and consistent with the Contract's essential arrangement.
If severance or restriction materially defeats that arrangement, the consequences shall be determined under Applicable Law, without creating any additional obligation or liability for the Company beyond that lawfully required.

1.20.3 Survival.

Completion, expiry, suspension or termination shall not extinguish accrued rights, liabilities or obligations except as discharged or extinguished under this Contract or Applicable Law. \
A provision shall survive only to the extent expressly stated or reasonably necessary to give effect to its nature, purpose or accrued operation, including applicable obligations under Clauses 1.11–1.19 and 2.2–2.3. Survival includes accrued payment, reconciliation, confidentiality, intellectual-property, indemnity, insurance, liability-limitation, dispute-resolution and record-preservation obligations to the extent applicable and lawful.
Survival shall not create a new cause of action, revive an extinguished right, reopen a binding final settlement, extend a statutory limitation period or impose liability beyond that permitted by this Contract and Applicable Law.

2.0. Governing Law and International Application.

2.0.1 Governing Law. This Contract, including its formation, validity, interpretation, performance, breach, suspension, termination and contractual or non-contractual obligations, is governed by Kenyan law, subject to any mandatory rule a competent forum is legally required to apply.

2.0.2 Allocation of Responsibilities.

(i) The Client shall perform obligations allocated to it by the Contract Documents and provide the information, documents, instructions, approvals, decisions and materials reasonably required from it. The Client shall establish its authority to contract and secure the land rights, access, financing, permits, consents, taxes, fees, insurance and third-party arrangements allocated to it, and remains responsible for persons for whose acts or omissions it is legally or contractually responsible.
(ii) The Company is responsible for obligations expressly undertaken in the accepted Contract Documents or a valid Effective Variation and duties imposed directly on it by Applicable Law. A Client default or third-party act, omission, refusal or delay does not, by itself, transfer responsibility to the Company or excuse the Company's own obligations.
(iii) Subject to the agreed Scope, the Contract Documents and Applicable Law, the Company retains independent control over its lawful business operations, personnel, work methods, systems, procurement and service-provider selection.
Assistance, advice, document preparation, procurement support or communication with a third party does not alone make the Company a guarantor of the Client's obligations, third-party performance or an outcome outside the Company's express undertakings.
(iv) No additional undertaking or transfer of responsibility arises solely from silence, administrative assistance or participation. Any additional undertaking must be established by the Contract Documents, a valid Effective Variation or Applicable Law.

2.0.3 Client-Caused Losses.

(i) To the extent legally recoverable, the Company may recover reasonable, documented costs incurred and losses suffered, or established legally recoverable liabilities, to the extent caused by the Client's breach, failure to perform an allocated obligation, negligence, unlawful conduct, materially inaccurate or incomplete information, or instructions or conduct for which the Client is responsible under the Contract Documents or Applicable Law. Recoverable items may include attributable delay, disruption, procurement, storage, protection of work or materials, and demobilisation or remobilisation costs.
(ii) Recovery requires an established contractual or legal basis, causation and sufficient evidence of the amount and its recoverability. A contingent exposure, untested allegation or cost arising during the Project does not, without more, establish a recoverable amount. Any express indemnity remains subject to its terms and Applicable Law.
(iii) No amount is recoverable twice or to the extent attributable to the Company's established breach, negligence or unlawful conduct. Clauses 1.15, 1.17 and 2.3 govern indemnity, applicable liability limits and financial reconciliation, respectively.

2.0.4 Payment Obligations.

(i) The Client shall pay instalments, milestone payments, balances and valid adjustments when due under the Contract Documents, including Clauses 1.5, 1.6, 2.3 and 2.4. Payment is not conditional on the Client obtaining financing, reimbursement or payment from a third party.
(ii) The Client shall not unilaterally withhold, defer, deduct or set off a sum due merely because of a complaint, claim, counterclaim, dispute or third-party non-payment, except to the extent permitted by the Contract Documents, Applicable Law or a binding court or tribunal order. Any sum not lawfully withheld remains payable when due.
(iii) This Clause does not accelerate payment or make an amount due before its contractual due date. Adjustments and reconciliation remain governed by Clause 2.3 and Applicable Law.
(iv) Failure to pay when due entitles the Company to remedies available under the Contract Documents and Applicable Law, including suspension or termination where the applicable requirements are met. A dispute does not, by itself, extinguish an independently accrued payment obligation.

2.0.5 International and Cross-Border Projects.

(i) For a Project involving a material cross-border element, the relevant Project Particulars should identify, to the extent applicable and ascertainable, the Project location, contracting entities, currency and payment arrangements, material taxes and charges, procurement and delivery arrangements, customs and transport responsibilities, required permits and approvals, and material deadlines.
An omission does not constitute a condition preventing formation unless the Contract Documents expressly make the particular a condition precedent or Applicable Law requires it.
(ii) An omission or ambiguity does not invalidate an otherwise formed Contract, authorise unilateral alteration of the Contract Sum, or transfer a responsibility or risk not established by the Contract Documents or Applicable Law.
Any agreed change must comply with Clause 1.6.
(iii) Where an unresolved omission or ambiguity materially affects lawful, safe or practicable performance, the Company may give notice where reasonably practicable and defer the affected work or take proportionate protective action permitted by Clause 2.1 and Applicable Law. This provision does not excuse the Company's own breach or delay.

2.0.6 Foreign Mandatory Requirements.

The choice of Kenyan law does not exclude a foreign mandatory rule that a competent forum is legally required to apply. Each Party remains responsible for duties imposed directly on it by Applicable Law. The Client remains responsible for permits, land rights, licences, consents, financing, taxes and third-party obligations allocated to it, unless the Company expressly and lawfully undertakes the relevant responsibility. Neither Party may transfer a statutory duty or rely on the other Party's default to excuse its own breach of law.



2.0.7 Electronic Transactions and Formalities.
Electronic applications, assent, signatures, acceptance, records and communications are governed by Clause 1.0 and Applicable Law.
Electronic formation does not dispense with a mandatory requirement for execution, witnessing, attestation, registration, stamping, delivery or another legal formality.

2.0.8 Governing Language.

a) The language expressly identified in the accepted Contract Documents or a valid Effective Variation governs, subject to any mandatory language requirement under Applicable Law. If no language is identified and no mandatory requirement applies, English governs.
b) A translation, summary, draft or later-circulated version does not amend or override the accepted Contract Documents merely because it is later or more detailed. Inconsistencies shall be resolved under Clause 1.1 and Applicable Law.
c) The Company's assistance with foreign procurement, applications, permits or regulatory communications does not guarantee a third party's decision or performance or extend the Company's obligations beyond those expressly undertaken or imposed by law.

2.0.9 Relationship with Other Provisions.

a) This Clause shall be read consistently with Clause 1.1 and the provisions governing variations, data protection, property, indemnity, liability, insurance, notices, suspension, termination, disputes, reconciliation and payment. Inconsistencies shall be resolved under Clause 1.1, subject to Applicable Law.
b) Nothing in this Contract excludes a non-excludable right or remedy, unlawfully restricts a court's or tribunal's jurisdiction, or prevents a consumer from exercising a right to commence proceedings in the High Court protected by section 88 of the Consumer Protection Act, 2012, where applicable.

2.1. Suspension and Termination.
2.1.1 Definitions. "Suspension" means temporarily stopping or deferring identified Work without terminating this Contract, Project or Scope. "Termination" means ending the Contract, Project or Scope, wholly or partly. Accrued rights and liabilities and provisions surviving under Clause 1.20.3 remain effective.
2.1.2 Authority and Effect.
Suspension and termination shall be exercised only under this Contract, a valid Effective Variation, a legally binding agreement made by duly authorised representatives, or Applicable Law.
A settlement, release or waiver binds the Company only to the extent legally effective and authorised, subject to Applicable Law. Negotiations, silence, correspondence, reconciliation, partial payment or administrative conduct do not alone establish settlement or waiver.
2.1.3 Company's Right to Suspend. The Company may suspend affected Work to the extent reasonably necessary where:
(a) a condition allocated to the Client under Clauses 2.4 or 2.5 remains unmet for a reason not attributable to the Company;
(b) the Client fails to pay an undisputed sum when due or comply with a binding settlement, determination, award or court order materially relevant to the affected Work;
(c) the Client fails to provide required information, documents, instructions, approvals, materials, access or cooperation allocated to it, materially preventing or delaying the affected Work;
(d) continued performance would be unlawful or materially unsafe, or an event beyond the Company's reasonable control materially prevents the affected Work;
(e) the Client fails to maintain required insurance, materially exposing the affected Work, persons or property to uninsured risk; or
(f) another contractual or statutory ground for suspension arises.
The Company shall limit suspension to affected Work where reasonably practicable and shall not use it to excuse its own breach. It may take immediate protective action reasonably necessary for safety, property protection or legal compliance. A contractual insurance requirement does not establish that effective cover exists.
2.1.4 Suspension Notice. Where reasonably practicable, the Company shall give notice under Clause 1.19 identifying the ground, affected Work and reasonably required corrective action. Notice shall precede suspension where practicable. Where immediate action is reasonably necessary, the Company may suspend first and notify the Client as soon as reasonably practicable. Unaffected Work shall continue where lawful, safe and practicable.
2.1.5 Notice and Cure. Before terminating for a remediable breach, the terminating Party shall give notice identifying the breach and required remedy and allow seven (7) calendar days after receipt, unless a different contractual or statutory period applies. Any longer mandatory period prevails. Where the breach cannot reasonably be remedied, or termination without a cure period is otherwise permitted by this Contract or Applicable Law, termination may occur without waiting for expiry. This Clause does not restrict lawful protective suspension or a non-excludable termination right.
2.1.6 Material Breach. A breach is material where its nature or consequences substantially deprive a Party of a material contractual benefit, prevent performance of a material obligation, create a serious legal or safety risk, or defeat the purpose of the affected Scope. A minor or technical breach does not alone justify termination of this entire Contract.
2.1.7 Cure Plans. A revised cure deadline or waiver binds the Company only if legally effective and authorised by a Company Representative acting within actual authority, subject to Applicable Law. A cure plan does not waive the original breach or accrued rights unless expressly agreed in that writing. Failure to comply with the plan may constitute a further breach, subject to applicable termination requirements and Applicable Law.
2.1.8 Company's Right to Terminate. The Company may terminate affected Work by notice where:
(a) a material breach remains uncured after expiry of the applicable cure period;
(b) the Client's conduct objectively establishes repudiation, abandonment or material prevention of performance, and the Company lawfully accepts the repudiation or exercises another termination right;
(c) performance becomes unlawful or objectively impossible, no reasonable lawful alternative exists, and termination is permitted by this Contract and Applicable Law, subject to Clause 2.8 where force majeure applies; or
(d) another express contractual or statutory termination right arises.
Termination shall be limited to the affected Project or Scope unless the ground materially affects the remainder of the Contract or wider termination is otherwise permitted. The Company shall communicate its election to terminate where required. Financial consequences shall be determined under Clause 2.3 and applicable payment provisions. Suspension alone does not establish a termination right.
2.1.9 Client's Right to Terminate. The Client may terminate under an applicable contractual right or Applicable Law, subject to its requirements. Dissatisfaction, an allegation or a Dispute does not alone establish a termination right. Non-excludable rights remain unaffected.



2.1.10 Effect of Suspension. Suspension does not alone terminate this Contract, establish repudiation or abandonment, waive accrued rights or release either Party from obligations that remain capable of lawful performance. A Party need not perform affected Work while lawful suspension continues, subject to duties that remain mandatory during suspension.
2.1.11 Financial Consequences. Financial consequences of suspension, cancellation, expiry or termination shall be determined under Clause 2.3 and applicable payment provisions. Clause 1.17 governs Company Liability within its scope but does not automatically cap every Client payment obligation or establish that a disputed or adjusted amount is payable. No event alone entitles either Party to a full refund, forfeiture or additional payment. Contractual adjustments, valid defences and mandatory legal rights remain effective.
2.1.12 Causation and Mitigation. A claimed cost or loss must have a contractual or legal basis, be attributable to the relevant event, be supported by reasonable evidence and be mitigated as reasonably practicable. Reconciliation shall follow Clause 2.3. No cost or loss may be recovered twice.
2.1.13 Invalid Termination. The effect of a termination that does not comply with this Contract shall be determined under the Contract and Applicable Law, including whether it is legally effective or constitutes repudiation accepted by the other Party. A procedural defect does not alone determine its legal consequences.
2.1.14 Expiry of Framework. Expiry or non-renewal of the framework does not terminate an existing Project continuing under Clause 2.7.2. The Contract Documents governing that Project continue to govern its remaining performance, payment and reconciliation to the extent provided by those documents and Applicable Law.
2.1.15 Property and Handover. Return, custody, release and handover of property, materials and records are governed by Clause 1.14 and Applicable Law. This Clause creates no independent lien or right of retention.
2.1.16 Disputes and Payment. Disputes shall be handled under Clause 2.2, subject to Applicable Law. A Dispute does not alone suspend an independently due payment or other obligation. Defences, adjustments and set-off remain available to the extent permitted by this Contract or Applicable Law.
2.1.17 Protection and Resumption. During suspension, each Party shall take reasonable measures within its control to protect affected Work, materials, equipment, records and the Site against reasonably foreseeable damage, deterioration, loss and safety risks. The Client shall provide access and cooperation allocated to it where reasonably required.
The Company shall resume affected Work within a reasonable time after the suspension ground ceases and applicable legal, safety and commencement conditions are satisfied, taking account of reasonable remobilisation, procurement, personnel and resource arrangements and matters beyond its reasonable control. Each Party shall take reasonable steps within its control to avoid unnecessary delay. Any adjustment of time or cost requires an independent contractual or legal basis and shall be reconciled under Clause 2.3 where applicable.
2.1.18 Liquidated Damages for Specified Client-Caused Delay.
(a) A charge of KSh 5,000 per calendar day shall accrue only where the Client misses a deadline expressly allocated to it in the accepted Contractual Package, the failure materially prevents affected Work, and a dated, Project-specific calculation supporting the rate as a reasonable estimate of foreseeable net loss was disclosed before acceptance and incorporated into the accepted Contract Documents.
(b) The calculation shall state its method, material assumptions, anticipated duration and reasonably foreseeable daily loss, less relevant savings and mitigation. It may include attributable standby, supervision, security, storage and coordination costs. Listing cost categories without a reasoned calculation is insufficient. The Company shall retain the calculation and supporting records.
(c) Before accrual, the Company shall notify the Client under Clause 1.19 of the unmet requirement, affected Work and corrective action required. Accrual begins only after the contractual due date and any applicable cure and notice periods have expired, while the failure continues materially to prevent affected Work.
(d) Accrual ends when the failure is remedied, ceases materially to impede affected Work, or the affected Scope is lawfully terminated, whichever occurs first. Payment default alone does not trigger this charge.
(e) The Company must reasonably substantiate the Client's failure, the period of material prevention and the attributable delay. Periods caused by the Company or another cause for which the Client is not responsible shall be excluded. Where causes overlap, only the reasonably substantiated Client-attributable portion may be charged. Only one daily charge accrues for the same continuing delay.
(f) If the required pre-acceptance calculation is absent or does not reasonably support the rate, the fixed charge does not accrue. The Company may claim actual loss only where independently recoverable and proved under this Contract and Applicable Law.
(g) The charge shall be reconciled under Clause 2.3 and shall not duplicate CCA, Recoverable Costs, actual damages or another recovery for the same loss. A distinct loss is recoverable only on an independent contractual or legal basis and without double recovery.

2.2. Dispute Resolution.
2.2.1 Definitions.
(a) **"Dispute"** means a disagreement arising from this Contract or a document validly incorporated under Clause 1.1.
(b) **"Technical Dispute"** means a Dispute requiring specialist findings on construction, engineering, drilling, hydrogeology, workmanship, materials, quantities, defects, technical compliance, progress, completion or rectification.
(c) **"Technical Expert"** means an independent, impartial and suitably qualified professional who is registered or licensed where legally required.
(d) **"Expert Costs"** means reasonable, necessary and documented costs of an authorised expert reference.
(e) **"Arbitration Costs"** means arbitration fees and expenses recoverable under Applicable Law, applicable rules or a lawful costs determination.
2.2.2 Notice and Negotiation.
(a) Except where urgent relief, claim preservation or earlier proceedings are reasonably necessary or legally permitted, a Party seeking substantive relief shall serve notice under Clause 1.19 identifying the relevant Scope, material facts, contractual or legal basis, relief sought, amount or reasonable estimate where ascertainable, and reasonably available supporting documents.
(b) The receiving Party shall respond within fourteen (14) Business Days after receiving sufficient particulars, unless another express contractual period applies. Authorised representatives shall attempt resolution for ten (10) Business Days after the response, unless extended in writing. Clause 2.3.18(c) exclusively governs the Company's response period for Financial Reconciliation claims within its scope.
(c) A demand, allegation, provisional calculation or unilateral deadline does not alone establish breach, liability, debt, refund entitlement, admission or waiver. The Company may require reasonably necessary particulars before substantively addressing a claim, without prejudice to mandatory legal deadlines or valid legal process.
(d) Failure to complete this procedure may support a stay, referral, costs or other lawful relief, but creates no automatic penalty or forfeiture. Nothing in this Clause restricts urgent relief, mandatory rights, statutory limitation or jurisdiction that cannot lawfully be excluded.
2.2.3 Technical Determination.



(a) A Technical Dispute shall be referred to expert determination before its technical merits are finally decided in arbitration where contractually required, legally permissible and reasonably practicable. This requirement does not prevent determination of purely legal issues, urgent relief, claim preservation or compliance with Applicable Law.
(b) The written reference shall define the technical questions. Unless expressly and lawfully included in the mandate, the expert shall not determine contractual interpretation, ultimate liability, damages, payment, refund, indemnity or other legal entitlement.
(c) An expert may determine technical facts relevant to Financial Reconciliation only where specialist findings or an express contractual requirement makes this necessary. The expert shall not amend Clause 2.3, alter its formula, triggers or objection periods, or create an independent payment, refund, deduction or costs entitlement.
(d) The Parties shall attempt to agree within five (5) Business Days on whether expert determination is required. Failing agreement, either may seek directions from an appointed arbitrator or competent forum where legally permitted. Arbitration may be commenced to preserve a claim or resolve classification but shall not bypass a validly required technical determination.

2.2.4 Expert Appointment and Procedure.

(a) The Parties shall attempt to agree on the expert within seven (7) Business Days after written request. Failing agreement, either may request appointment through the Chartered Institute of Arbitrators, Kenya Branch, if available and authorised. If unavailable, the Parties may agree on another independent appointing body or seek appointment by a competent forum where permitted. Neither Party may unilaterally appoint an expert whose decision is intended to bind the other.
(b) The expert shall disclose relevant qualifications, fees, interests, relationships, prior involvement and potential conflicts. A known objection shall be raised within five (5) Business Days after sufficient disclosure; a subsequently discovered conflict shall be raised promptly. An unresolved objection shall be determined by the authorised appointing body or competent forum.
(c) Before substantive work begins, the written reference shall specify the questions, documents, authorised inspections or tests, procedure, timetable, fees and advance arrangements. The expert shall not exceed the mandate without written agreement or lawful direction.
(d) The expert shall act independently and impartially, afford each Party a reasonable opportunity to present evidence and answer material adverse submissions, and issue a reasoned written decision. Inspections and tests shall comply with Applicable Law, safety requirements, lawful access rights, confidentiality and third-party rights.
(e) Each Party shall preserve relevant evidence and shall not knowingly destroy, conceal, alter or tamper with it to prejudice the reference. After notice and a reasonable opportunity to comply, the expert may proceed on available evidence where authorised and fair. Non-participation alone is not an admission.
(f) An unpaid advance may justify suspension of the reference after notice, subject to the written reference and Applicable Law. Within five (5) Business Days after appointment, the expert shall propose a timetable and endeavour to decide within thirty (30) Business Days after receiving the necessary material. Material delay shall, where practicable, be explained in writing. An expert unable or unwilling to complete the reference shall be replaced under this Clause or lawful direction.

2.2.5 Effect and Challenge of Expert Decision.

(a) Subject to Applicable Law, the expert's decision binds the Parties only on questions expressly referred and decided within the mandate.
(b) A contractual challenge may be based on fraud, corruption, actual bias, material procedural unfairness, material excess of mandate or manifest error. Manifest error means an obvious and material error apparent from the decision and material relied upon, not mere disagreement with the conclusion. Non-excludable challenges and remedies remain available.
(c) A Party seeking contractual reconsideration shall give notice within ten (10) Business Days after receiving the decision, specifying the grounds, material facts and relief sought. The Parties shall attempt resolution for five (5) Business Days thereafter. An unresolved challenge may be referred to arbitration or another competent forum to the extent permitted by law. These periods do not extinguish a challenge or remedy that cannot lawfully be restricted.
(d) A challenge does not automatically suspend the decision. Suspension requires agreement, a competent order or another lawful basis. The expert cannot amend the Contract or override Clause 2.3.

2.2.6 Arbitration.

(a) Subject to Applicable Law and a valid arbitration agreement, an unresolved Dispute shall be referred to arbitration under the Arbitration Act, 1995 and the Chartered Institute of Arbitrators, Kenya Branch Arbitration Rules 2020 only to the extent those Rules are validly adopted and applicable. If the agreed rules or procedure cannot lawfully operate, appointment and procedure shall follow the Act and Applicable Law.
(b) The legal seat shall be Eldoret, Kenya; the language shall be English; and the tribunal shall comprise one independent and impartial arbitrator. Hearings may take place elsewhere or electronically without changing the seat.
(c) The Parties shall attempt to agree on the arbitrator within fourteen (14) calendar days after written request. Failing agreement, either may seek appointment through the Chartered Institute of Arbitrators, Kenya Branch, if available and authorised, or under the Act and Applicable Law.
(d) The proposed arbitrator shall disclose material qualifications, fees, interests, relationships, prior involvement and potential conflicts. Appointment, jurisdiction and challenge shall be governed by Applicable Law and validly applicable rules.
(e) The arbitrator shall determine matters within the arbitrator's jurisdiction and give effect to a binding expert decision within its lawful scope, subject to a valid challenge or legal restriction. The arbitration agreement is separable and survives completion, expiry or termination to the extent necessary to resolve accrued or surviving Disputes.

2.2.7 Costs.

a) The Client shall bear and promptly pay all reasonable, documented costs of expert determination and arbitration arising from or relating to this Agreement, including expert and arbitrator fees, appointment and administrative charges, deposits, advances, hearing and venue expenses, transcription costs, and the Company's reasonable legal fees and disbursements directly attributable to those proceedings.
b) Recoverable costs include amounts paid by the Company on the Service Provider's behalf and costs reasonably incurred to secure, participate in or enforce the determination or award.
c) The Company may demand reimbursement of such amounts upon providing reasonable supporting particulars. The Service Provider's obligation applies regardless of which Party initiates the proceedings, subject to mandatory Applicable Law and any non-excludable power of the expert, tribunal or court. No cost may be recovered more than once.

2.2.8 Court Powers, Reconciliation and Survival.

(a) Nothing in this Clause excludes a non-excludable right or jurisdiction. Where section 88 of the Consumer Protection Act, 2012 applies, the consumer retains the rights protected by that section. A post-Dispute agreement to another procedure is effective only to the extent permitted by law.
(b) A competent court may grant interim or protective relief or exercise any other lawful power. Seeking such relief does not alone waive a valid arbitration agreement.



(c) A Dispute does not automatically suspend this Contract or an independently due obligation. Payment remains subject to this Contract, Clause 2.3, lawful defences and binding orders.
(d) Clause 2.3 exclusively governs Financial Reconciliation. Expert findings may inform it only within the expert's mandate and cannot independently create an entitlement or bypass its formula.
(e) The periods in this Clause apply only to their stated purposes. They do not replace Clauses 2.3.9, 2.3.10 or 2.3.18(c), or another express contractual deadline, and do not extend, suspend or revive statutory limitation or restrict a right that Applicable Law does not permit the Parties to limit.
(f) This Clause survives completion, expiry or termination only as necessary to resolve accrued or surviving Disputes and obligations, subject to Applicable Law.

2.3. Financial Reconciliation and Refund.
2.3.1. Reconciliation Formula.
Subject to this Contract and Applicable Law:
Financial Balance = Earned Value (EV) + Recoverable Costs (RC) + applicable Client Cancellation Allocation (CCA) + Other Authorised Amounts − Payments Received − Credits − Recoveries − Reversals − Refunds − Amounts Already Accounted For.
The Company shall administer the reconciliation using the Contractual Package and relevant records lawfully available to it. Each amount must have an independent contractual or legal basis, be attributable to the relevant Project and Scope, and be supported as required by this Clause. No residual category authorises an unagreed charge or duplicates another amount.
2.3.2. Reconciliation Result.
(a) A positive Financial Balance indicates a potential amount payable to the Company; a negative balance indicates a potential excess payment requiring assessment for refund or credit.
(b) The Company may prepare, verify and correct reconciliation calculations in accordance with this Contract. Its statement, calculation or accounting entry is not, by itself, conclusive proof of entitlement, liability, debt, refund, admission, default or set-off.
(c) An amount is enforceable only to the extent its contractual or legal basis, calculation and supporting facts are established under this Contract and Applicable Law. Neither Party may use a unilateral entry to create an entitlement unsupported by that basis.
2.3.3. Applicable Contract Sum.
The Applicable Contract Sum shall be determined under Clause 1.5, including valid adjustments under Clause 1.6. The initial Project Cost is indicative only and does not establish the final Contract Sum. Reconciliation does not independently vary that Sum.
2.3.4. Earned Value.
(a) **"Earned Value" or "EV"** means the supported contractual value of Scope performed, supplied, delivered or installed and earned under this Contract.
(b) A component is earned earlier only where this Contract expressly provides.
(c) Unperformed or incomplete Scope is not earned merely because it appears in the Contract Sum, programme, invoice or payment request. Preliminary work counts only to the extent independently earned under this Contract.
(d) Partial performance shall be valued under the agreed valuation method or, absent one, by reasonable objective evidence of the contractual value actually earned.
(e) An amount included in EV shall not also be included in RC or CCA.
2.3.5. Recoverable Costs.
(a) **"Recoverable Costs" or "RC"** means reasonable, properly incurred and documented costs, or qualifying binding commitments, attributable to the Contract or affected Scope and recoverable under this Contract or Applicable Law.
(b) Each item must have an established contractual or legal basis and evidence of amount, necessity, attribution and recoverability. A budget, quotation or internal accounting entry alone is insufficient.
(c) RC may include attributable procurement, materials, transport, labour, professional services, subcontracting, storage, equipment, protection, demobilisation and necessary close-out costs.
(d) RC excludes unsupported, speculative, avoidable, unrelated or unrecoverable amounts and costs already included or recovered elsewhere. Expenditure or a commitment alone does not establish the Client's liability to reimburse it.
(e) Post-termination costs are recoverable only where reasonably necessary to protect persons, property, the Project, materials, records, rights or obligations, or otherwise expressly authorised or recoverable under Applicable Law.
2.3.6. Client Cancellation Allocation.
(a) **Trigger. "Client Cancellation Allocation" or "CCA"** applies only where the Client's material breach, cancellation, repudiation or abandonment causes or materially contributes to early termination of identified Work before completion, and the Company is legally entitled to cancellation compensation under this Contract and Applicable Law. Termination alone does not trigger CCA.
CCA does not apply to the extent the early ending results from the Company's material breach, a termination right exercised because of that breach, or a circumstance for which Applicable Law prohibits the charge.
A Client termination permitted by this Contract triggers CCA only where an express contractual provision lawfully provides for it and this Clause is satisfied. Ordinary expiry and force majeure not caused or materially contributed to by the Client do not trigger CCA.
(b) **Legal Character.** CCA is intended as agreed cancellation compensation in the nature of liquidated damages based on a reasonable pre-estimate of the Company's likely net loss. Its enforceability depends on its substance, contractual basis and Applicable Law, not its label.
(c) **Pre-Contract Schedule.**

i) The 30% CCA applies only if, before the Client accepts this Contract, a dated, Project-specific CCA Schedule is disclosed to the Client and incorporated into the accepted Contractual Package.
ii) The Schedule shall separately calculate the pre-Commencement and post-Commencement stages, state its method and material assumptions, and reasonably substantiate anticipated net cancellation loss at each stage.
iii) It shall account for unavoidable commitments, reasonable cancellation and close-out costs, supportable lost contribution margin less costs saved, and reasonable mitigation and recoveries.
iv) It shall exclude EV, RC and any other amount representing the same cost or loss.
v) The Company shall retain the Schedule and supporting records. A stated rate, generic list of loss categories or undisclosed internal calculation alone is insufficient.

(d) **Affected Work and UCV. "Affected Work"** means identified contracted Work ended before completion because of the Client's conduct.
"Unperformed Contract Value" or "UCV" means the portion of the Applicable Contract Sum allocated to the Affected Work that remains



unearned under Clause 2.3.4. UCV shall be determined from the accepted Contract Documents and valid adjustments, using the contractual allocation or, absent one, reasonable objective evidence. UCV excludes EV.
(e) **Calculation.** Subject to this Clause and Applicable Law:
(i) Before Commencement of the Affected Work, CCA is 30% of the Applicable Contract Sum attributable to that Affected Work.
(ii) After Commencement of the Affected Work, CCA is 30% of the UCV attributable to that Affected Work.
"Commencement" means the start of the Affected Work. Starting another Project or unrelated Work does not determine the applicable stage.
(f) **Missing or Changed Schedule.** A change in Scope, Contract Sum, UCV or cancellation assumptions does not automatically alter CCA. Any revised allocation requires a valid Effective Variation and any acceptance required by this Contract.
If the Schedule required under paragraph (c) is absent or does not reasonably substantiate the 30% calculation, no automatic 30% CCA applies. The Company may claim actual loss only where independently recoverable and proved under this Contract and Applicable Law.
(g) **Shared Causes.** Where the Client's conduct and the Company's conduct or another cause materially contribute to the early ending, CCA is recoverable only to the extent legally and contractually attributable to the Client. The Company shall reasonably substantiate that attribution and shall not recover loss caused by its own breach or a matter for which the Client is not responsible.
(h) **Actual Loss and No Double Recovery.**

i) Enforceable CCA replaces a claim for actual loss covering the same subject matter. If CCA is unavailable or unenforceable, the Company may claim actual loss only where independently recoverable and proved.
ii) A distinct loss is recoverable only if it is not covered by CCA and is independently recoverable. Savings, credits, refunds, insurance proceeds and other recoveries attributable to the same loss shall be accounted for.
iii) The same cost or loss shall not be recovered through CCA, EV, RC, Clause 2.1.18, damages, indemnity or another remedy. Clause 1.17 applies according to its terms and Applicable Law.

(i) **Entitlement and Payment.** CCA becomes eligible for payment only after the Affected Work has ended before completion and the Company establishes its entitlement and calculation through the Financial Reconciliation process. A termination notice, invoice or demand alone does not establish entitlement. Clauses 2.3.8, 2.3.9 and 2.3.12 apply. A disputed amount is payable only to the extent established by written settlement, binding determination within its lawful scope, competent order or other legally sufficient basis.

2.3.7. Third-Party Commitments.
(a) A third-party commitment qualifies as RC only if binding, properly authorised, reasonably incurred or undertaken, attributable to the affected Scope, evidenced and recoverable under Clauses 2.3.5 and Applicable Law.
(b) The Company shall take reasonable and practicable steps to cancel, reduce or mitigate the commitment and resulting cost.
(c) Refunds, rebates, credits, salvage proceeds, insurance proceeds and other recoveries attributable to the commitment shall be credited against the corresponding cost.
(d) A commitment, purchase order, invoice or accounting entry alone does not establish the Client's liability.
(e) An amount shall not be recovered under this Clause if already included, credited, reimbursed or recovered elsewhere in the Financial Reconciliation.

2.3.8. Reconciliation Statement and Supporting Particulars.

a) The Company may prepare and administer the reconciliation using the Contractual Package and relevant records lawfully available to it. Its statement shall identify the Project and affected Scope, valuation date, EV, RC, applicable CCA, other authorised amounts, Payments Received, credits, recoveries and resulting balance. It shall state the contractual basis and provide reasonably available supporting particulars sufficient for a meaningful objection, subject to privilege, confidentiality, data-protection duties and third-party rights.
b) The Company may correct an objectively demonstrable calculation or accounting error, provided it identifies the correction and its basis. No statement, invoice, valuation or entry is conclusive merely because the Company issued it.

2.3.9. Objection.
(a) A Party disputing a reconciliation statement shall, within fourteen (14) Business Days after receiving the statement and sufficient supporting particulars, identify each disputed item, the amount, reasons and proposed correction where reasonably possible.
(b) The Parties shall address objections under this Clause and Clause 2.2. The objection period does not make an unsupported amount recoverable, create a deemed admission or waive a right that cannot lawfully be waived.
(c) This period governs objections to the reconciliation statement. It does not replace the separate period for challenging an expert decision under Clause 2.2.5(c), reopen a binding determination outside permitted grounds, or extend, suspend or revive statutory limitation.
(d) A late objection has only the consequence prescribed by this Contract or Applicable Law or, where neither prescribes one, the consequence arising under Applicable Law from established prejudice and the circumstances. Delay alone does not automatically forfeit an otherwise established entitlement.

2.3.10. Reopening.
Subject to Applicable Law and any binding settlement or determination, reconciliation may be reopened only for fraud, deliberate concealment, manifest error, material evidence genuinely unavailable and not reasonably obtainable earlier, or a material amount improperly omitted or included.
Reopening shall be confined to the affected item and shall not disturb unrelated items finally settled or determined without an independent legal or contractual basis. It shall not revive an expired claim or permit double recovery.

2.3.11. Set-Off.
(a) The Client may set off an amount only where this Contract expressly permits it, a binding determination establishes it, or Applicable Law allows it.
(b) Subject to Applicable Law, the Company may set off a matured amount that is undisputed or finally determined and owed by the Client against a refund otherwise payable, identifying the amount and basis in writing.
(c) A reconciliation entry or unilateral assertion alone creates no set-off right. Every permitted set-off shall be accounted for once.

2.3.12. Payment and Refund.
(a) An established amount shall be paid when due under the applicable payment provision and Applicable Law.
(b) Before commencement, the Company must receive the full Applicable Contract Sum in cleared funds where required by Clauses 2.4.2 and 2.5.1, subject to valid determination under Clauses 1.5 and 1.6 and Applicable Law.
(c) An established, undisputed reconciliation amount for which no other payment date is prescribed shall be paid within seven (7) calendar days after expiry of the objection period under Clause 2.3.9.



If an item is disputed in time, an amount established as payable by written settlement, binding determination within its lawful scope, final arbitral award, competent order or other legally sufficient basis shall be paid within seven (7) calendar days after that basis establishes the amount, unless Applicable Law, a binding order or another controlling payment provision requires otherwise.
A dispute over one item does not postpone an independent amount that is separately due and undisputed. An expert decision establishes payment entitlement only to the extent that entitlement is expressly and lawfully within the expert's mandate.
(d) A refund is due where reconciliation establishes an excess payment that the Company is not contractually or legally entitled to retain, or Applicable Law otherwise requires repayment.
(e) Before refunding, the Company may reasonably verify the Client's identity, authority and payment destination. Verification shall be proportionate and shall not be used to unreasonably delay an established refund.

2.3.13. Disputed Items.

A dispute over one item does not automatically suspend payment of an independent amount that is due and not properly disputed. It does not make a disputed amount payable or create a withholding or set-off right not authorised by this Contract or Applicable Law.
Commencement remains subject to Clauses 2.4.2 and 2.5.1. Disputed items shall be addressed under Clauses 2.3.9 and 2.2. Failure to object does not conclusively prove an unsupported amount or waive a right that cannot lawfully be waived.

2.3.14. Evidence and Verification.

Relevant evidence may include the Contractual Package, electronic and Site records, procurement and delivery records, invoices, receipts, valuations, measurements, payment records and correspondence.
Each Party shall preserve relevant records within its control and reasonably cooperate in verifying material information, subject to privilege, confidentiality, data-protection duties and third-party rights. No document is conclusive merely because one Party created or issued it.

2.3.15. Taxes.

Taxes, duties, levies and statutory charges shall be allocated and accounted for under this Contract and Applicable Law. No tax or charge may be recovered or counted twice contrary to law.

2.3.16. Relationship with Liability.

Financial Reconciliation is separate from determining breach, causation, Company Liability and damages. Company Liability and the Applicable Liability Cap shall be determined under Clause 1.17. A reconciliation entry shall not enlarge, reduce or circumvent the applicable cap. Mandatory legal duties and remedies remain unaffected.

2.3.17. No Recharacterisation or Double Recovery.

Neither Party may recover twice for the same amount, cost, loss or entitlement by describing it as EV, RC, CCA, credit, refund, damages, indemnity, restitution, reimbursement, unjust enrichment or another remedy.
No label or procedure may bypass the reconciliation formula, allocation of responsibility, liability limitation or dispute procedure. A distinct loss is recoverable only where independently established under this Contract and Applicable Law.

2.3.18. Client Financial Claims and Unresolved Demands.

(a) A Client seeking payment, refund, compensation or another financial entitlement shall provide a sufficiently particularised claim and reasonably available supporting documents and comply with the reconciliation procedure before commencing substantive proceedings, but only to the extent this procedure is valid and enforceable and Applicable Law permits it.
(b) A demand letter, unilateral account, invoice, calculation or deadline imposed by the Client does not establish liability, prove the amount claimed, make a disputed amount payable or replace reconciliation.
The Company may dispute unsupported items and request information reasonably necessary to assess the claim. Silence or failure to meet a unilateral deadline is not an admission.
(c) Within fourteen (14) Business Days after receiving sufficient particulars, the Company shall provide its substantive response or identify the material information reasonably required to assess the claim. Any request shall specify the information sought sufficiently for the Client to respond. The Parties shall proceed under this Clause and Clause 2.2 without unreasonable obstruction or delay. A request does not automatically restart, extend or suspend a contractual or statutory period.
(d) The Company need not provide a fresh substantive response to a repeated demand concerning the same claim unless it raises a material new fact, supplies material new evidence or identifies a specific issue not previously addressed. This does not excuse compliance with a mandatory legal deadline or valid legal process.
(e) Where the Client commences proceedings without complying with a valid and enforceable contractual procedure, the Company may seek a stay, referral, costs or other relief available under Applicable Law. Relief remains subject to the competent court's or tribunal's jurisdiction and discretion. Commencement of proceedings does not itself establish the claim or make a disputed amount payable.
(f) Every claim remains subject to this Contract's payment provisions, this reconciliation formula, Clause 1.17 and the prohibition against double recovery. No amount becomes payable merely because it appears in a demand or remains unanswered.
(g) Nothing in this Contract excludes a non-excludable legal right, prevents urgent interim or protective relief, prevents proceedings required to preserve a claim or comply with a mandatory deadline, alters statutory limitation periods, or bars proceedings where prior reconciliation is not legally required. Where Applicable Law permits proceedings before reconciliation is complete, this procedure shall not be construed to prohibit them.

2.4. Client Obligations.

2.4.1. Performance Deadlines. The Client shall perform each obligation by its expressly stated contractual deadline or, if none is stated, within a reasonable time after the obligation becomes due and the information, access or prerequisite necessary for performance is available.

2.4.2. Payment.

a) Before Work commences, the Client shall pay in cleared funds the amount contractually due under Clauses 1.5 and 1.6, unless this Contract expressly permits otherwise and Applicable Law allows it.
b) The initial Project Cost is indicative only. No proposed adjustment becomes payable merely by Company assertion; entitlement and amount must be established under this Contract and Applicable Law.

2.4.3. Documents, Permits and Approvals.

a) At its cost, the Client shall provide accurate, complete and current information and documents allocated to it under this Contract and obtain, maintain and comply with the permits, approvals, consents and professional requirements allocated to it by that Package or Applicable Law.
b) Documents requiring professional preparation shall be prepared by a suitably qualified and, where legally required, registered or licensed professional. The Client remains responsible for the accuracy and lawfulness of information and documents it supplies, subject to duties imposed directly on the Company by law.



2.4.4. Insurance.
Each Party shall maintain the insurance allocated to it under Clause 1.18. The Client shall provide the evidence required by that Clause.
The Company may withhold or suspend affected Work where required cover is absent, cannot reasonably be verified or is materially deficient, subject to Clauses 1.18 and 2.1 and Applicable Law.
2.4.5. Site and Access.
a) The Client shall establish its lawful authority to make the Site available and, at its cost, provide and maintain the lawful access, permissions, security, facilities and Site-related inputs allocated to it.
b) The Client shall not obstruct the Work or permit obstruction by persons whose conduct it is contractually or legally responsible for. Any resulting delay, extension or cost is recoverable only to the extent contractually or legally authorised, attributable to the relevant failure, reasonably evidenced and mitigated, under Clauses 2.1 and 2.3.
2.4.6. Default and Remedies.
a) A Client default and its consequences shall be determined under this Contract and Applicable Law. Notice, cure, suspension, termination and financial consequences are governed by Clauses 2.1 and 2.3. A default does not, by itself, establish damages, indemnity or a recoverable amount.
b) Nothing in this Contract excuses the Company from its own contractual obligations or duties and liabilities imposed directly on it by Applicable Law.

2.5. Conditions for Commencement.
2.5.1. Preconditions and Operational Control.
a) The Company is not obliged to commence affected Work until the conditions expressly required before that Work by this Contract or Applicable Law have been satisfied, including receipt in cleared funds of the amount due under Clause 2.4.2 and satisfaction of applicable insurance requirements under Clause 1.18.
b) The Company shall first perform its own express pre-commencement obligations. Subject to the agreed Scope, binding commencement deadlines, this Contract and Applicable Law, the Company retains control over the lawful and safe sequencing, scheduling, mobilisation and operational readiness of its Work. Nothing in this Clause permits the Company to disregard an agreed deadline without a contractual or legal basis.
2.5.2. Unsatisfied Conditions.
a) An unsatisfied condition prevents commencement only of the affected Work, unless objectively established circumstances materially prevent other Work from proceeding lawfully, safely or practicably.
b) Neither Party may rely on a condition to the extent its own breach caused it to remain unsatisfied. Any suspension, extension or financial consequence is governed by Clauses 2.1 and 2.3 and requires an applicable contractual or legal basis, proof of causation and reasonable mitigation. No such consequence arises merely from the existence of an unsatisfied condition.
2.5.3. Commencement Date and Partial Performance.
a) A commencement date binds the Parties where expressly agreed in writing in accordance with this Contract, subject to Clause 2.5.1 and any valid extension.
b) Preparatory or partial performance does not, by itself, waive a condition applicable to other Work, vary the Contract or establish that all commencement conditions have been satisfied. Any waiver or variation must be legally effective under this Contract and Applicable Law.

2.6. Work Performance and Completion.
2.6.1. Performance and Operational Control.
The Company shall perform the accepted Scope and valid variations under Clause 1.6 in accordance with the Contract and Applicable Law. Subject to those obligations, the Company retains independent control over its personnel, subcontractors, work methods, systems, procurement and operational sequencing. Each Party remains responsible for its contractual obligations and duties imposed directly on it by law.
2.6.2. Client Information and Instructions.
a) The Client is responsible for the accuracy, completeness, authority and lawful use of information, designs, materials and instructions it supplies, to the extent attributable to the Client.
b) The Company may reasonably rely on them without independently verifying every item, except where this Contract or Applicable Law requires verification. Instructions shall pass through the authorised channels under Clause 1.19. No instruction varies the Scope, Contract Sum or completion period unless validly authorised under Clause 1.6. Nothing transfers or excludes a duty imposed directly on the Company by law.
2.6.3. Site Conditions.
Each Party bears responsibility for Site conditions allocated to it by this Contract or Applicable Law. A Site condition does not automatically vary the Scope, Contract Sum or completion period. Any adjustment requires an established contractual or legal entitlement, supporting evidence and, where applicable, a valid variation under Clause 1.6 and reconciliation under Clause 2.3.
2.6.4. Client Access and Inspection.
a) Subject to lawful access rights, ownership or occupation rights, safety, security and Applicable Law, the Client may inspect the Works at reasonable times on reasonable prior notice and in coordination with the Company's authorised representative.
b) The Company may impose proportionate controls for safety, security, confidentiality and continuity of Work but shall not unlawfully obstruct the Client's inspection rights. Restricted areas, active operations, hazardous activities and visits outside ordinary working hours require appropriate arrangements, except where urgent access is reasonably necessary to protect life, property or lawful rights.
2.6.5. Site Conduct and Protection. The Client may observe the Works, ask reasonable questions and raise concerns through the Company's authorised representative.
a) The Client and its visitors shall not direct Company personnel or subcontractors, alter work methods or sequencing, operate equipment, remove property, enter hazardous restricted areas or unreasonably disrupt the Works.
Photographs, recordings, measurements and samples are subject to proportionate safety, security, confidentiality, privacy and intellectual-property requirements and Applicable Law.
b) The Company may impose reasonable protective controls but shall not use them to defeat lawful inspection or complaint rights. The Client is responsible for loss or damage caused by the Client or its visitors only to the extent established under this Contract and Applicable Law.
2.6.6. Quality Standards, Testing and Practical Completion.



(a) The Works shall be assessed against the specifications, materials, workmanship requirements, performance criteria and intended contractual use expressly established by the Contractual Package, together with Applicable Law.
A Client's dissatisfaction, preference or changed expectation does not, by itself, establish a Defect where the Works satisfy those requirements.
(b) Where reasonably necessary to verify compliance, the Company may arrange or require appropriate inspection, measurement or testing, using a competent person where required by the nature of the test or Applicable Law.
The Parties shall reasonably cooperate with tests required by the Contract or law. Results shall be recorded where reasonably practicable. Any dispute about compliance, testing or interpretation shall be resolved under Clause 2.2 and Applicable Law.
(c) **Practical Completion** occurs when the relevant Works are substantially complete in accordance with the Contract and fit for their intended contractual use, notwithstanding outstanding items that do not materially prevent that use.
(d) The Company may give written notice identifying the Works considered practically complete and any known outstanding items. The notice is evidence of the Company's assessment, not conclusive proof. Actual compliance, the condition of the Works and the Contract determine whether Practical Completion has occurred.
(e) **Taking Over** occurs when the Client assumes possession or beneficial use of all or an identifiable part of the Works, as established by the circumstances and any applicable contractual procedure. Occupation or use may evidence Taking Over but does not, by itself, establish Practical Completion, full compliance or waiver of a valid claim.
(f) Inspection, testing, payment, acceptance, Practical Completion or Taking Over does not extinguish outstanding obligations or valid defect rights preserved by the Contract or Applicable Law.

2.6.7. Defects and Inspection List.
(a) A **Defect** is a failure of the Company's Works, supplied materials or installed items to satisfy an applicable contractual or statutory requirement, to the extent attributable to the Company.
(b) A Client alleging a Defect shall, where reasonably practicable, give written notice identifying the affected Work, location, alleged failure and applicable requirement, together with available supporting evidence.
The Client should submit one consolidated list of observable outstanding Defects within seven (7) calendar days after receiving the notice under Clause 2.6.6(d), where practicable.
(c) The seven-day period facilitates inspection and close-out only. It does not expire a warranty, bar a legally valid claim, waive a latent Defect or restrict a non-excludable right.
(d) The Client shall notify the Company of subsequently discovered Defects within a reasonable time after discovery. Delay affects a claim only to the extent it has a legally relevant consequence, including proven prejudice where required by law.
(e) Neither the Client's allegation nor the Company's rejection, inspection record or internal assessment conclusively establishes whether a Defect exists or who is responsible.

2.6.8. Inspection, Attribution and Rectification.
(a) The Client shall provide reasonable access for inspection of an alleged Defect. The Company may inspect, measure, test and document the affected Works and relevant conditions before determining the appropriate response, subject to urgent protective action and Applicable Law.
(b) Where a Defect attributable to the Company is established and rectification is appropriate, the Company shall have a reasonable opportunity to undertake or arrange appropriate rectification before the Client incurs third-party rectification costs, except where urgent action is reasonably necessary or Applicable Law permits otherwise.
(c) The Company is not responsible for a condition to the extent it is caused by Client-supplied or Client-selected materials, inaccurate information or instructions, unauthorised alterations, misuse, failure to maintain, normal wear, external events or independent third-party work, unless the condition is also attributable to the Company or Applicable Law imposes responsibility on it.
(d) Third-party rectification costs are recoverable from the Company only to the extent legally recoverable, reasonable, properly evidenced and causally attributable to the Company.
The Company is not responsible for additional costs caused by the Client's unreasonable refusal of appropriate inspection or rectification, except to the extent Applicable Law provides otherwise.
(e) Nothing in this Clause prevents urgent measures reasonably necessary to protect life, safety or property or restricts a remedy that Applicable Law makes non-excludable.

2.6.9. Financial Consequences and Liability. Financial consequences arising from performance, delay, suspension, termination, completion or Defects shall be determined under Clause 2.3 and Applicable Law. The Company's liability is subject to Clause 1.17 to the extent legally enforceable.
No inspection, complaint, discussion, payment, completion notice, Practical Completion or Taking Over, by itself, establishes compliance, a Defect, liability, a variation or waiver. Neither Party may recover twice for the same loss.

2.7 Contract Period and Renewal.

a) This Contract commences on the Effective Date and continues for five (5) years unless earlier terminated under Clause 2.1 or Applicable Law, and automatically renews for successive five-year periods unless either Party gives written non-renewal notice under Clause 1.19 at least ninety (90) calendar days before expiry.
b) Renewal does not oblige the Company to accept new Projects, guarantee workload or provide continuous services.
c) Upon expiry or non-renewal, no new Project may commence under this Contract; existing Projects, accrued rights and payment obligations remain governed by their applicable contractual provisions and Applicable Law.
d) Neither renewal, expiry nor non-renewal creates any additional Company duty, guarantee or liability beyond those expressly imposed by the Contract or Applicable Law.

2.8. Force Majeure.
2.8.1. Definition. A **Force Majeure Event** is an exceptional event beyond the affected Party's reasonable control that was not reasonably foreseeable or avoidable when the affected obligation became binding, directly prevents or materially delays that obligation, and whose effects could not reasonably be overcome through reasonable precautions, alternatives or mitigation. Relief is limited to the proven impact on the affected obligation.
2.8.2. Qualifying Events.
Subject to Clause 2.7.1, qualifying events may include natural disasters, exceptional weather, floods, epidemics, war, terrorism, civil disturbance, industry-wide strikes, governmental prohibitions, embargoes and widespread failure of essential infrastructure, utilities or transport.
An event's occurrence, description or inclusion in this list does not, by itself, establish entitlement to relief.



2.8.3. Exclusions.

a) Force majeure does not include financial hardship, insufficient funds, cash-flow or financing difficulties, reduced profitability, ordinary price fluctuations, ordinary seasonal conditions, or an impediment caused or materially worsened by the affected Party's breach, negligence or failure to take reasonable precautions.

b) A supplier's or subcontractor's failure qualifies only where its underlying cause satisfies Clause 2.8.1 and reasonable alternatives or mitigation cannot avoid or materially reduce the impact. Increased cost, inconvenience, poor planning or failure to make reasonable alternative arrangements alone is insufficient.

2.8.4. Notice and Evidence.

a) The affected Party shall notify the other in writing as soon as reasonably practicable, identifying the event, affected obligations, material impact, expected duration and proposed mitigation. It shall provide reasonably available supporting evidence, material updates and notice when the impediment ceases.

b) Late notice has the consequences prescribed by this Contract or Applicable Law or, absent an express rule, those arising from established prejudice. Notice alone creates no entitlement to relief.

2.8.5. Limited Relief and Operational Control.

a) Relief applies only to obligations directly affected and for the period of proven impact. The affected Party shall take reasonable mitigation measures, continue unaffected lawful performance where practicable and resume affected performance as soon as reasonably practicable.

b) Any extension shall reflect the proven impact and mitigation. Subject to the accepted Scope, express contractual commitments and Applicable Law, the Company retains control over its lawful operational response, including personnel, sequencing, procurement, alternative methods and resumption arrangements.

c) Neither Party may use this Contract to excuse an unrelated breach or obtain an automatic variation, payment, refund or termination.

2.8.6. Accrued Obligations and Financial Consequences.

a) Force majeure does not automatically extinguish payment obligations accrued for Work performed or items properly supplied before the event.

b) Costs, commitments, losses or expenditure incurred during or because of the event are not automatically payable or reimbursable.

c) Any additional payment, cost, credit, refund or other financial consequence requires an independent contractual or legal basis, supporting evidence and, where applicable, reconciliation under Clause 2.3. No amount may be recovered twice.

2.8.7. Prolonged Force Majeure.

a) If the same qualifying event continuously prevents or materially delays substantially the same Project Scope for more than one hundred and eighty (180) consecutive calendar days, either Party may terminate only the Scope actually prevented or materially delayed by written notice, subject to Applicable Law and Clause 2.1 to the extent applicable. The period begins when the qualifying impact first occurs.

b) A genuine cessation of the relevant impact breaks continuity; separate events and interrupted periods shall not be aggregated. Scope capable of continuing remains in force unless otherwise lawfully agreed or required.
Accrued rights and obligations survive, subject to Clause 2.3 and Applicable Law.

2.8.8. No Automatic Cancellation Allocation.

A Force Majeure Event does not, by itself, trigger a Client Cancellation Allocation or establish entitlement to damages, a refund or additional compensation. Any such amount must independently satisfy Clause 2.3, the other applicable Contract Documents and Applicable Law.

2.8.9. Disputes and Mandatory Law.

Disputes concerning qualification, causation, notice, mitigation, duration, costs or termination shall be resolved under Clause 2.2, subject to any mandatory jurisdiction or remedy under Applicable Law.

Nothing in this Clause excludes a right, remedy, duty or force-majeure doctrine that Applicable Law preserves or imposes.

