

Schedule 1 – TMG Standard Clauses			
1.	Automatic increase of fees	Any automatic increase in Supplier fees, charges or costs permitted under this Agreement (if any) shall be limited once per annum to the lesser of the following: (i) the percentage change in CPI (and not RPI or any other index) over the preceding year, and (ii) 2.5%. This clause, however, shall not apply to create a right or expectation that such fees, charges or costs will increase where no such right exists in the Agreement.	
2.	Liability for payment	TMG shall not be liable for payment of any sums validly due and owing under this Agreement unless and until it has received a valid, VAT invoice from the Supplier referencing the relevant services or goods (as applicable), date and TMG's PO reference number.	
3.	Assignment	No party to this Agreement may assign, sub-contract, transfer, charge, or deal in any other manner with its rights or obligations under this Agreement without the prior written consent of the other party(ies), such consent not to be unreasonably withheld or delayed, providing that TMG may assign or otherwise transfer any or all of its rights under this Agreement in connection with any merger, acquisition or sale of materially all of the business or assets to any purchaser acquiring control of <i>The Daily Telegraph</i> and <i>The Sunday Telegraph</i> newspapers.	
4.	Indemnity/ Liability	4.1	[The Supplier shall indemnify and keep indemnified TMG and its affiliates for any Losses which TMG and/or its affiliates may suffer or incur in relation to any claim ("Claim") made against TMG and/or its affiliates as a result of a breach of the obligations or warranties given in this Agreement relating to third party intellectual property rights, confidentiality and data protection. Losses means all losses, claims, liabilities, costs, awards, fines, expenses (including legal fees and any liability for tax or national insurance or other imposts) and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable.]
		4.2	[The Supplier shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover its obligations, liabilities and indemnities under this Agreement, including professional indemnity insurance.]
		4.3	[Nothing in these conditions shall exclude or restrict a party's liability for death or personal injury resulting from the negligence of the relevant party or of its employees while acting in the course of their employment or shall exclude or restrict a party's rights, remedies or liability under the law governing this Agreement in respect of any fraud.]
		4.4	[<i>Drafting note: Before including the following clause, check that this position is more favourable to TMG than under the current terms of the Agreement.</i>] [Subject to the above]

		<p>exclusions and to any lower limit on TMG's maximum aggregate liability set out in the terms of this Agreement (which, for the avoidance of doubt, shall prevail over this provision in any such case), TMG's maximum aggregate liability for any loss or damage arising out of or in relation to this Agreement:</p> <p>4.4.1 whether in contract, tort or otherwise (but excluding claims relating to breach of Data Protection Laws) shall not exceed [1.5 times] the total amount of the fees, costs or charges paid by TMG or anticipated to be paid by TMG in relation to the Agreement during the first [twelve (12) months] of its term; and</p> <p>4.4.2 in connection with breach of Data Protection Laws shall not exceed £2,000,000 (TWO MILLION POUND STERLING).]</p> <p>4.5 [Data Protection Laws means all laws, guidance and codes that relate to data protection, privacy, the use of information relating to individuals, and or the information rights of individuals including, without limitation: the UK GDPR (being the retained UK version of the EU General Data Protection Regulation 2016/679), UK Data Protection Act 2018, Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and any legislation and/or regulation which amends, replaces, re-enacts or consolidates any of them.]</p>
5.	Data Processing Clauses (controller to controller)	<p>[<i>Drafting note: If the Agreement does not already include appropriate data processing clauses, select either this set of controller to controller data processing clauses OR the next set of controller to processor data processing clauses (as appropriate).</i>]</p> <p>5.1 Each party shall be an independent data controller of their own respective customer and/or user data and shall be responsible for ensuring that, in accordance with Data Protection Laws, it has provided all necessary fair processing information to its customers and users.</p> <p>5.2 Each party warrants that it shall at all times comply with the Data Protection Laws in relation to all personal data held and/or processed by it including, without limitation, ensuring that the appropriate technical and organisational measures (including encryption of data) are taken against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data.</p> <p>5.3 Data Protection Laws means all laws, guidance and codes that relate to data protection, privacy, the use of information relating to individuals, and or the information rights of individuals including, without limitation: the UK GDPR</p>

		(being the retained UK version of the EU General Data Protection Regulation 2016/679), UK Data Protection Act 2018, Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and any legislation and/or regulation which amends, replaces, re-enacts or consolidates any of them.
6.	Data Processing Clauses (Controller to Processor)	<p>[<i>Drafting note: If the Agreement does not already include appropriate data processing clauses, select either this controller to processor data processing clause (making sure that the Data Processing Addendum is also provided to the Supplier) OR the above set of controller to controller data processing clauses (as appropriate).</i>]</p> <p>6.1 The Parties hereby agree to the terms of the Data Processing Addendum. Data Processing Addendum means the document setting out the terms required by Article 28 UK GDPR and related terms as provided by TMG to the Supplier.</p>
7.	Standard Warranties	<p>7.1 The Supplier warrants and undertakes that it is entitled to enter into this Agreement and that it shall ensure that it shall perform its obligations under or pursuant to this Agreement at all times:</p> <ul style="list-style-type: none"> 7.1.1 in compliance with TMG's reasonable instructions from time to time; 7.1.2 truthfully, accurately, loyally and in good faith towards TMG; 7.1.3 with due diligence, skill, care, in a professional, timely and workmanlike manner; 7.1.4 such that all deliverables (if any) are of a good quality, conform with applicable descriptions and specifications, and are fit for any purpose expressly or impliedly made known to the Supplier by TMG; 7.1.5 using suitably skilled and experienced personnel, in sufficient number to ensure that the Supplier's obligations are fulfilled; 7.1.6 in accordance with all applicable laws, rules and regulations, and having obtained all necessary licenses and consents; 7.1.7 to the extent applicable, in accordance with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to personnel working at TMG's premises in the performance

		<p>of its obligations under this Agreement. The Supplier shall ensure that its health and safety policy statement is made available to TMG on request; and</p> <p>7.1.8 without doing any act or thing which would or might in the reasonable opinion of TMG be expected to damage the reputation of TMG.</p> <p>7.2 [Drafting note: Consider including the following clause if the Agreement relates to the supply of goods.] [The Supplier also warrants that the goods supplied to TMG under this Agreement shall:</p> <p>7.2.1 conform to the applicable specification;</p> <p>7.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by TMG;</p> <p>7.2.3 be free from defects in design, material and workmanship and remain so for [12] months after delivery; and</p> <p>7.2.4 comply with all applicable statutory and regulatory requirements.]</p>
8.	Termination Provisions	<p>8.1 TMG shall have the right to terminate this Agreement with immediate effect upon written notice if:</p> <p>8.1.1 the Supplier commits a material breach of this Agreement and (in the case of a material breach which is capable of remedy) fails to remedy that breach within thirty (30) days of being notified in writing of the breach;</p> <p>8.1.2 the Supplier repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or</p> <p>8.1.3 any of the following situations occur:</p> <p>(a) a winding up petition is present at court, or an order is made or a resolution is passed for the winding up of the Supplier, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Supplier; or</p> <p>(b) an order is made for the appointment of an administrator to manage the affairs,</p>

		<p>business and/or property of the Supplier, or documents are filed for the appointment of an administrator for such purposes, or notice of intention to appoint an administrator for such purposes is given by TMG or other third party; or</p> <p>(c) a receiver is appointed over any of the Supplier's assets or undertaking, or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager in respect of any part of the Supplier's undertaking or assets; or</p> <p>(d) the Supplier makes any arrangement or composition with its creditors, or makes an application to a court for the protection of its creditors in any way, or becomes bankrupt, or if the Supplier ceases to trade or threatens to cease to trade; or</p> <p>(e) the Supplier takes or suffers any similar or analogous action to those referred to in the above sub-clauses in any jurisdiction.</p> <p>8.2 A party may terminate this Agreement immediately on written notice if the other party's actions or activities risks bringing the first party into serious disrepute because of the association under this Agreement. However, this clause shall not operate to hinder or hamper TMG's editorial freedom as a newspaper, which is paramount, and the Supplier shall have no right of termination under this clause because of the exercise by TMG of its editorial freedom as a newspaper.</p>
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