

1. Interpretation

- 1.1 **Definitions.** In these Conditions, the following definitions apply:
Acceptance: WRc's acceptance of the Application by written notice to the Applicant.
Application: the Applicant's registration for the Challenge using the online form and making payment online for the Charge.
Challenge: the Circular Economy Innovators' Challenge as described in Appendix 1.
Charges: the charges payable by the Applicant, as set out in the application form that can be found at <http://www.wrcplc.co.uk/circular-economy-innovators-challenge-register>
Conditions: these terms and conditions as amended from time to time.
Contract: the contract between WRc and the Applicant in relation to the Challenge in accordance with these Conditions.
Applicant: the person or firm who has registered for the Challenge.
Applicant Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Applicant to WRc.
Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Support Services: the support services to be supplied by WRc to the Applicant as set out in the Challenge.
WRc Materials: all materials (if any) supplied by WRc in the course of providing the Support Services.
WRc: WRc plc, registered in England and Wales with company number 2262098.
written: includes by email.

2. Basis of contract

The Acceptance shall constitute acceptance by WRc of the Application in accordance with these Conditions at which point and on which date the Contract shall come into existence.

3. Supply of Support Services

- 3.1 WRc shall use its reasonable endeavours to supply the Support Services to the Applicant as set out in the Challenge and to meet any performance dates specified in the Challenge, but any such dates shall be estimates only and time shall not be of the essence for performance of the Support Services.
- 3.2 WRc shall have the right to make any changes to the Support Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Support Services, and WRc shall notify the Applicant in any such event.

4. Applicant's obligations

- 4.1 The Applicant shall:
- 4.1.1 ensure that any information it provides on registration or otherwise in relation to the Challenge is true, complete and accurate;
- 4.1.2 co-operate with WRc in all matters relating to the Support Services and conduct themselves in a reasonable and professional manner at any workshop or other event or opportunity organised or facilitated by WRc;
- 4.1.3 provide WRc with such further information and materials as WRc may reasonably require in order to supply the Support Services;
- 4.1.4 advise WRc of any special circumstances or danger which the supply of Support Services may entail including the existence of any known hazardous substance or material; and
- 4.1.5 obtain and maintain all necessary licences, permissions and consents in relation to the Applicant Materials..
- 4.2 If WRc's performance of any of its obligations under the Contract is prevented or delayed or WRc suffers any loss, cost, cause or expense due to any act or omission by the Applicant or failure by the Applicant to perform any relevant obligation (**Applicant Default**), WRc shall without limiting its other rights or remedies have the right to suspend performance of the Support Services until the Applicant remedies the Applicant Default, and to rely on the Applicant Default to relieve it from the performance of any of its obligations to the extent the Applicant Default prevents or delays WRc's performance of any of its obligations.

5. Charges and payment

- 5.1 The Applicant shall pay the Charges (plus any applicable VAT) to WRc with the Application.

6. Intellectual property rights

- 6.1 The Applicant represents and warrants to WRc that the Applicant's use of the Applicant's Materials and participation in the Challenge does not and will not infringe the Intellectual Property Rights of any third party.
- 6.2 All Intellectual Property Rights in or arising out of or in connection with the Support Services shall be owned by WRc.
- 6.3 All WRc Materials and all Intellectual Property Rights in such materials are the exclusive property of WRc. WRc hereby grants to the Applicant a non-exclusive irrevocable royalty free licence to use such rights to the extent necessary to enable the Applicant to make reasonable use of the Support Services.
- 6.4 All Applicant Materials and all Intellectual Property Rights in such materials are the exclusive property of the Applicant. The Applicant hereby grants to WRc a non-exclusive irrevocable royalty free licence to use such rights to the extent necessary to enable WRc to supply the Support Services

7. Confidentiality

- 7.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by:

- 7.1.1 the other party; or
 - 7.1.2 any other participant at any joint workshop or on any online forum organised or facilitated by WRc as part of the Challenge or in the course of providing the Support Services (**disclosing party**); or,
 - 7.1.3 the disclosing party's employees, agents or subcontractors,
- and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain.
- 7.2 The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of receiving or supplying the Support Services and shall ensure that such employees, agents and subcontractors are subject to the obligations of confidentiality corresponding to those which bind the receiving party.
 - 7.3 The receiving party may also disclose such of the disclosing party's confidential information:
 - 7.3.1 as is included in the Application (which for the avoidance of doubt may be made available publically); or
 - 7.3.2 as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
 - 7.4 This clause 7 shall survive termination of the Contract.

8. Limitation of liability: THE APPLICANT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 8.1 Nothing in the Contract shall limit or exclude either party's liability for:
 - 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 8.1.2 fraud or fraudulent misrepresentation; or
 - 8.1.3 breach of the terms implied by section 2 of the Supply of Goods and Support Services Act 1982 (title and quiet possession).
- 8.2 Subject to clause 8.1:
 - 8.2.1 WRc shall under no circumstances whatever be liable to the Applicant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (i) any loss of profit; or
 - (ii) any indirect loss; or
 - (iii) any consequential loss
 arising under the Contract or in connection with the Challenge; and
 - 8.2.2 WRc's total liability to the Applicant in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the Charges paid by the Applicant.
- 8.3 The terms implied by sections 3 to 5 of the Supply of Goods and Support Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.4 This clause 8 shall survive termination of the Contract.

9. Termination

- 9.1 Without limiting its other rights or remedies, WRc may terminate the Contract (or at its option suspend provision of the Support Services) with immediate effect by giving written notice to the Applicant if:
 - 9.1.1 the Applicant fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so; or
 - 9.1.2 the Applicant breaches any of its obligations under or any other term of this Contract in any material respect.
- 9.2 The Applicant shall not be entitled to the return of any part of the Charges if WRc terminates the Contract or suspends provision of the Support Services pursuant to clause 9.1 above.

10. Force majeure

- 10.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of WRc including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of WRc or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 10.2 WRc shall not be liable to the Applicant as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

11. General

- Assignment and other dealings.** The Applicant shall not, without the prior written consent of WRc transfer or deal in any other manner with any or all of its rights or obligations under the Contract or in relation to the Challenge..
- 11.1 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 11.2 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms and the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.
- 11.3 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 11.4 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 11.5 **Data Protection.** Each party undertakes to comply with their obligations under the Data Protection Act 1998.
- 11.6 **Publicity.** WRc may, with the consent of the Applicant, not to be unreasonably withheld or delayed, publish alone or in conjunction with any other person, articles, photographs or other items relating to the Contract or the Challenge.

- 11.7 **Whole agreement.** The Contract (and any document referred to in it) constitutes the entire agreement between the parties in relation to the Challenge and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.8 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Appendix 1

Circular Economy Innovators' Challenge

All Applicants will have access to:

1. support from WRc during an initial phone call (at a time to be agreed by WRc and the Applicant) to provide feedback on the Application and determine immediate needs and any further information needed;
2. a full day workshop in Swindon including lunch and refreshments where WRc will supply:
 - a. training on pitching and presenting to buyers;
 - b. expert guest speaker/s on current financing and funding opportunities;
 - c. face-to-face individual support for the pitch presentation and proposal to buyers; and
 - d. individual meetings during the day to provide feedback and advice on the innovation and market opportunities;
3. a closed LinkedIn group for each cohort that will operate for 12-months giving signposting to commercial and funding opportunities, circular economy news, other support mechanisms and other areas of interest that may come from the workshop.

WRc shall select a group of Applicants that in WRc's absolute discretion present the best innovations to take through to a buyers' pitch session. WRc will supply to these Applicants only:

4. additional bespoke support on the technical and presentational aspects on their innovation;
5. the opportunity to attend at the buyers' pitch day including lunch and refreshments where WRc will supply:
 - a. an opportunity to pitch to a selected group of interested buyers for up to 10 minutes with a 5 minute question and answer session;
 - b. an opportunity to network with buyers during breaks;
 - c. WRc experts on hand to support with technical and market advice where needed; and
6. feedback from the buyers' event including such introductions and further meetings as WRc shall in its absolute discretion think fit.