

TERMS AND CONDITIONS FOR THE PURCHASE BY CUSTOMER OF SERVICES AND/OR GOODS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In these Conditions, the following definitions apply:

- 1.1.1 **"Anti-Bribery Law"** means all Applicable Law, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010, and any similar or equivalent laws in any other jurisdiction relevant to the performance of the Contract;
- 1.1.2 **"Anti-Slavery Law"** means all Applicable Law, codes and sanctions relating to anti-slavery or human trafficking, including the Modern Slavery Act 2015, and any similar or equivalent laws in any other jurisdiction relevant to the performance of the Contract;
- 1.1.3 **"Applicable Laws"** means all applicable laws, statutes and regulations from time to time in force;
- 1.1.4 **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- 1.1.5 **"Commencement Date"** has the meaning set out in the Purchase Order and where not set out in the Purchase Order, the date will be when the Contract has been deemed to have been accepted in accordance with clause 2.2;
- 1.1.6 **"Conditions"** means these terms and conditions as amended from time to time in accordance with clause 21.10;
- 1.1.7 **"Contract"** means the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions and the Purchase Order;
- 1.1.8 **"Customer"** means the customer entity set out in the Purchase Order;
- 1.1.9 **"Customer Materials"** has the meaning set out in clause 5.3.9;
- 1.1.10 **"Customer Policies"** means the relevant business policies, as notified to the Supplier from time to time.
- 1.1.11 **"Deliverables"** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods or Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
- 1.1.12 **"Employment Costs"** means any actions, costs (including all direct and indirect employment costs), claims, charges, liabilities, demands, fines, penalties, damages, compensation, losses, awards or expenses (including legal expenses) and other liabilities;
- 1.1.13 **"Goods"** means the goods (or any part of them) to be provided by the Supplier under the Contract, as set out in the Goods Specification, and any Deliverables, if applicable;
- 1.1.14 **"Goods Specification"** means the description or specification of the Goods as set out in the Purchase Order or any other document agreed by the parties;
- 1.1.15 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including trade secrets and/or all rights related thereto), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.1.16 **"Other Agreement"** means any other agreement which has been signed by the parties and is intended to govern the contractual arrangement between the parties in relation to the supply and purchase of goods and services;

- 1.1.17 **"Personal Data"** shall have the meaning given to that term by the UK Data Protection Laws;
- 1.1.18 **"Process"** shall have the meaning given to that term by the UK Data Protection Laws;
- 1.1.19 **"Purchase Order"** means the Customer's order or instruction for the supply of Goods and/or Services;
- 1.1.20 **"Replacement Supplier"** means another party chosen by the Customer to take over the provision of all or part of the Services.
- 1.1.21 **"Services"** means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;
- 1.1.22 **"Service Specification"** means the description or specification for Services as set out in the Purchase Order;
- 1.1.23 **"Supplier"** means the person or firm from whom the Customer purchases the Goods and/or Services, as specified in the Purchase Order;
- 1.1.24 **"Supporting Information"** means, at a minimum, information such as the date, invoice number, PO number, a description of the works, location of where Services were performed, period during which the Services were performed;
- 1.1.25 **"Tax Evasion"** means conduct that constitutes any criminal offence of tax evasion or facilitation of tax evasion in any jurisdiction, including the tax evasion facilitation offences under section 45(1) and 46(1) of the Criminal Finances Act 2017;
- 1.1.26 **"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended, re-enacted or consolidated from time to time;
- 1.1.27 **"UK Data Protection Laws"** means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018, the UK GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data, in each case, as may be amended, superseded or replaced from time to time; and
- 1.1.28 **"UK GDPR"** means the UK version of the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of each applicable jurisdiction of the United Kingdom pursuant to the European Union (Withdrawal) Act 2018.
- 1.2 Interpretation: In these Conditions, the following rules apply:
- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 a reference to **writing** or **written** includes e-mails.
- ### 2. BASIS OF CONTRACT
- 2.1 Subject to clause 2.4, these Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 This Contract shall be deemed to be accepted on the earlier of:
- 2.2.1 the Supplier issuing written acceptance of the Purchase Order; or
- 2.2.2 any act by the Supplier consistent with fulfilling the Purchase Order,
- at which point and on which date the Contract shall come into existence.

- 2.3 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.4 If there is an Other Agreement, then such Other Agreement shall prevail and these Conditions shall not apply.
- 3. SUPPLY OF GOODS**
- 3.1 The Supplier shall ensure that the Goods shall:
- 3.1.1 correspond with their description and any applicable Goods Specification;
- 3.1.2 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 the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
- 3.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery, unless a different time period is specified in the Purchase Order; and
- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Customer shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If, following such inspection or testing, the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 4. DELIVERY OF GOODS**
- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.1.3 if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Purchase Order or, if no such date is specified, then on the date as agreed between the parties.
- 4.2.2 to the Customer's premises as set out in the Purchase Order or as instructed by the Customer before delivery ("**Delivery Location**");
- 4.2.3 during the Customer's normal hours of business on a Business Day, or as instructed by the Customer.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 The Supplier shall observe all health and safety rules and regulations and any other security requirements, procedures or protocols that apply at any of the Customer's premises, including those listed on the Purchase Order.
- If the Supplier:
- 4.5.1 delivers less than 95 per cent of the quantity of Goods ordered, the Customer may reject the Goods; or
- 4.5.2 delivers more than 105 per cent of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,
- and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.6 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.1.
- 4.7 Title and risk in the Goods shall pass to the Customer on completion of delivery (and where delivery is to be in instalments, title and risk to the Goods in each instalment shall pass to the Customer on delivery of such instalment).
- 5. SUPPLY OF SERVICES**
- 5.1 The Supplier shall, from the Commencement Date and for the duration of the Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Customer.
- 5.3 In providing the Services, the Supplier shall:
- 5.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- 5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 5.3.8 observe all health and safety rules and regulations and any other security requirements, procedures or protocols that apply at any of the Customer's premises, including those listed on the Purchase Order;
- 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
- 5.3.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.
- 5.4 The relationship of the Supplier to the Customer will be that of independent contractor and nothing in the Contract shall render it (nor any of the Supplier's personnel) an employee, worker, agent or partner of the Customer and the Supplier shall not hold itself out

as such and shall procure that the Supplier's personnel shall not hold themselves out as such.

6. CUSTOMER REMEDIES

7.6

6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Customer shall, without limiting its other rights or remedies, have one or more of the following rights:

6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier as specified in clause 13.3;

6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

6.1.3 to recover from the Supplier any costs incurred by Customer in obtaining substitute goods and/or services from a third party;

6.1.4 where the Customer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and

6.1.5 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:

6.2.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

6.2.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

6.2.5 to recover from the Supplier any expenditure incurred by Customer in obtaining substitute goods from a third party; and

6.2.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6.4 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

7. CHARGES AND PAYMENT

7.1 The price for the Goods:

7.1.1 shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and

7.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by the Customer.

7.2 The charges for the Services shall be as set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

7.3 In respect of Goods, the Supplier shall invoice the Customer on completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.

7.4 Each invoice shall include the Supporting Information required by the Customer to verify the accuracy of the invoice and if applicable should be accompanied by a work order form to include a log of hours worked.

7.5 All electronic invoice(s) and any supporting information (e.g. work orders) must be sent by e-mail to the invoicing e-mail address

specified in the Purchase Order or when requested an E-invoice must be sent to the respective server of the Customer.

7.6 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within forty five (45) days of the date of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

7.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

7.8 If interest is payable on a non-disputed amount under the Contract, for failure to make payment by the due date, then interest on the overdue amount shall be at the rate of one (1)% per annum above the Bank of England's base rate from time to time. For the avoidance of doubt, this clause shall not apply to payments that the defaulting party disputes in good faith.

7.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

7.10 Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Supplier warrants that the use by the Customer of the Goods or Services for the purposes contemplated by the Contract will not infringe the Intellectual Property Rights of any third party.

8.2 The Supplier agrees that to the extent that the Goods have been designed or developed for the Customer or the output from the Services is specific to the Customer then the ownership of all existing and future Intellectual Property Rights in such Goods or the output from such Services shall as between the Supplier and the Customer vest in the Customer and the Supplier hereby assigns to the Customer, with full title guarantee and free from all third party rights, all such Intellectual Property Rights as it may have in them (now or in the future).

8.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under the Copyright Designs and Patents Act 1988 and any similar provisions of law in any jurisdiction.

8.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 8.2.

8.5 To the extent that any Intellectual Property Rights used in the Services do not vest in the Customer in accordance with clause 8.2, the Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use all such Intellectual Property Rights for the purpose of receiving and using the Services and the Deliverables.

8.6 All the Customer Materials are the exclusive property of the Customer.

9. INDEMNITY

9.1 The Supplier shall keep the Customer indemnified against all liability for actions, claims, demands, loss, damages, charges, costs and expenses (including reasonable legal costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

9.1.1 any act or omission of Supplier in the performance of, arising out of, or consequent upon any breach of the Contract;

- 9.1.2 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 9.1.3 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 9.1.4 any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- 9.1.5 any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Supplier's personnel in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify the Customer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- 9.1.6 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any of the Supplier's personnel against the Customer arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Customer.
- 9.2 This clause 9 shall survive termination of the Contract.
- 10. LIABILITY**
- 10.1 Subject to clause 10.2:
- 10.1.1 the Customer shall under no circumstances whatsoever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 10.1.2 the entire liability of the Customer arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the amount paid for Services or Goods under the Contract.
- 10.2 Nothing in the Contract shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence, for fraud or deceit, or for any other liability which cannot be limited or excluded by Applicable Laws.
- 11. INSURANCE**
- During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance for each and every renewal.
- 12. CONFIDENTIALITY**
- 12.1 The Supplier 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 Supplier by the Customer or its affiliates, and its and its affiliates, directors, advisers, employees, agents, contractors or subcontractors, and any other confidential information concerning the Customer's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Supplier may also disclose such of the Customer's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 12.2 This clause 12 shall survive termination of the Contract.
- 13. TERMINATION**
- 13.1 Without limiting its other rights or remedies, the Customer may terminate the Contract:
- 13.1.1 in respect of the supply of Services, by giving the Supplier thirty (30) days' written notice;
- 13.1.2 in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 13.2 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 13.3 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:
- 13.3.1 is in material breach of a provision of the Contract and fails to remedy such breach (if capable of remedy) within fourteen (14) days of having received written notice of breach;
- 13.3.2 (being a company, limited liability partnership or any other body corporate) enters into administration (whether out of court or otherwise), receivership, liquidation, a formal arrangement with its creditors or any analogous proceedings or procedure, or is otherwise insolvent or ceases or threatens to cease to trade or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debt under any insolvency proceedings; or
- 13.3.3 (being an individual) has a statutory demand or bankruptcy order made against him or makes an arrangement or composition with creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors.
- 13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 13.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 14. CONSEQUENCES OF TERMINATION**
- 14.1 On termination of the Contract for any reason, the Supplier shall:
- 14.1.1 immediately deliver to the Customer all Deliverables whether or not then complete, and return all the Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
- 14.1.2 if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any Replacement Supplier.
- 15. FORCE MAJEURE**
- 15.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control ("**Force Majeure Event**").
- 15.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

- 15.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than thirty (30) Business Days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.
- 16. DATA PROTECTION**
- 16.1 The Supplier will comply with all applicable requirements of the Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, the Supplier's obligations or rights under the Data Protection Laws.
- 16.2 The parties acknowledge that (unless otherwise agreed in writing by the parties), for the purposes of the Data Protection Laws the Customer is the controller and the Supplier is the processor.
- 16.3 For the purposes of the Contract (unless otherwise agreed in writing by the parties): the *duration* of the Processing is the duration of the Contract or such longer period as is required by law; the *subject matter, nature and purpose* is the storage of Personal Data, the sharing of Personal Data between the parties and to allow performance of the parties' obligation pursuant to the Contract; *types* of Personal Data subject to processing pursuant to the Contract are names, office addresses, email addresses, telephone numbers, business function, bank details, , passport or ID details, photographs, CCTV images; and the *categories of data subject* are the representatives, agents, contractors and employees of the Customer.
- 16.4 Without limit to the generality of clause 16.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 16.4.1 process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 16.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 16.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 16.4.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) the Supplier complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 16.4.5 assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 16.4.6 notify the Customer without undue delay (and in any event within 24 hours) on becoming aware of a Personal Data breach;
- 16.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data;
- 16.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or its designated auditor of such records and information, and immediately inform the Customer, if, in the opinion of the Supplier, an instruction infringes the Data Protection Laws.
- 16.5 The Customer does not consent to the Supplier appointing any third party sub-processor of Personal Data under the Contract unless otherwise agreed.
- 17. ETHICAL BUSINESS**
- 17.1 In performing its obligations under the Contract, the Supplier shall comply with the Applicable Laws. The Supplier will inform the Customer as soon as it becomes aware of any changes in the Applicable Laws.
- 17.2 In particular, the Supplier shall:
- 17.2.1 comply, and procure that all Supplier Personnel comply, with Anti-Slavery Law and all related Customer Policies, as relevant to the Services and Deliverables provided by Supplier and the activities of Supplier and Customer under the Contract;
- 17.2.2 at all times comply with the Cromwell Property Group's Supplier Code of Conduct as amended from time to time and located on the Cromwell Property Group website at www.cromwellpropertygroup.com. The Customer may terminate this Agreement by giving the Supplier 14 days' notice in writing in the event of the Supplier being in breach of the Supplier Code of Conduct;
- 17.2.3 ensure its directors, officers, agents and all other Supplier Personnel have been and are on an on-going basis given adequate training and informed of their obligations in relation to Anti-Bribery Law and Anti-Slavery Law;
- 17.2.4 ensure it has in place adequate policies and procedures in relation to the prevention of Tax Evasion;
- 17.2.5 ensure it has in place adequate policies and procedures in relation to business ethics and conduct, including on reporting and investigating suspected violations, to prevent wrongdoing and which are compliant with Anti-Slavery Law;
- 17.2.6 promptly provide to the Customer such information, and take such steps, as the Customer may reasonably require to enable the Customer to comply with Anti-Bribery Law, Anti-Slavery Law and the prevention of Tax Evasion, as these relate to the terms of the Contract, the Services and the Deliverables;
- 17.2.7 notify the Customer as soon as it becomes aware of any breach or possible breach of Anti-Slavery Law or any possible occurrence of Tax Evasion, by Supplier or its supply chain, that has a connection with the Contract; and
- 17.2.8 be responsible for compliance by any person associated with Supplier who is providing Services in connection with the Contract with this clause 17, and shall be directly liable to the Customer for any breach by such persons of these provisions.
- 17.3 The Supplier indemnifies the Customer and its affiliates and its and their officers, employees, agents and contractors against all losses, damages, costs or expenses suffered or incurred arising out of or in connection with any breach of the obligations of the Supplier under this clause 17.
- 17.4 Breach of this clause 17 shall be deemed a material breach under clause 13.3.1
- 18. TUPE**
- 18.1 The parties agree that the termination of the Contract or the cessation of the Services in whole or in part will not give rise to a relevant transfer pursuant to Regulation 3 of TUPE.

- 18.2 If contrary to clause 18.1, there is a relevant transfer and/or any person alleges or claims (or it is alleged or claimed on any person's behalf) that their contract of employment has effect as if originally made between the Customer or any Replacement Supplier and such person, or would, but for their dismissal prior to or on the termination of the Contract or cessation of the Services in whole or in part, have had such effect, as a result of the application of TUPE, then the Supplier shall indemnify the Customer and any Replacement Supplier against all Employment Costs arising out of or in connection with that person's employment and/or its termination, whether relating to the period before, on or after the termination of the Contract or the cessation of the Services in whole or in part.
- 18.3 This clause 18 shall survive termination of the Contract.
- 19. ANTI-BRIBERY**
- 19.1 The Supplier shall:
- 19.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 19.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 19.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 19.1.4 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and
- 19.1.5 provide such supporting evidence of compliance with this clause 20 as the Customer may reasonably request.
- 19.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 20 ("**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 19.3 Breach of this clause 20 shall be deemed a material breach under clause 13.3.1.
- 19.4 For the purpose of this clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 20 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.
- 20. NOTICES**
- 20.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to the address indicated on the Purchase Order, or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or subject to clause 20.3, e-mail.
- 20.2 A notice or other communication shall be deemed to have been received:
- 20.2.1 if delivered personally, when left at the address referred to in the Purchase Order;
- 20.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- 20.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- 20.2.4 if sent by e-mail at the time the e-mail enters the information system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender. Provided that receipt occurs before 9 a.m. on a Business Day the notice will be deemed to have been received at 9 a.m. on that day, and if receipt occurs after 5 p.m. on a Business Day, or on a day which is not a Business Day, the notice will be deemed to have been received at 9 a.m. on the next Business Day.
- 20.3 Any correspondence related to litigation or contentious matters shall not be sent by e-mail.
- 21. GENERAL**
- 21.1 The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 21.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
- 21.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 21.4 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 21.5 This Contract sets out the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement (whether written or oral) between them relating to the subject matter of the Contract.
- 21.6 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
- 21.7 The Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 21.8 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.
- 21.9 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 21.10 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.
- 21.11 The 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.
- 21.12 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 the Contract or its subject matter or formation (including non-contractual disputes or claims).