



Definition of Terms

In these Conditions:

“Adviser” means neutral adviser or mediator for dispute resolution.

“Agreement” means the agreement between the Client and the Supplier consisting of these Conditions and any attached Schedules, the Invitation to Tender, and any other documents (or parts thereof) specified by the Client.

“Applicable Laws” all applicable laws, statutes, regulations and codes from time to time in force.

“Agreement Price” means the price exclusive of any applicable tax, payable to the Supplier by the Client under the Agreement, as set out in the Pricing Schedule, for the full and proper performance by the Supplier of its part of the Agreement as determined under the Conditions of the Agreement.

“Agreement Period” means the duration of the Agreement from the Commencement Date to the Expiration Date.

“Condition” means a condition within the Agreement.

“Data Protection Legislation” means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

“Data Protection Losses” means all direct and indirect liabilities and other amounts, including all:

- a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage);
- b) loss or damage to reputation, brand or goodwill;
- c) to the extent permitted by Applicable Law:
 - i. administrative fines, penalties, sanctions, liabilities or other remedies imposed by any supervisory authority;
 - ii. compensation paid to a data subject (including compensation to protect goodwill and ex gratia payments); and
 - iii. costs of compliance with investigations by any supervisory authority;
- d) any consequential losses or loss of profit; and
- e) any loss or corruption of Personal Data (including the costs of rectification or restoration of Personal Data.



“Default” means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

“Documentation” means records, information, functions and the like in relation to the Services.

“Equipment” means the Supplier’s equipment, plant, materials, etc. used in the performance of its obligations under the Agreement.

“Group” means in relation to a company or corporate body, that company or that corporate body, any subsidiary or holding company from time to time of that company or that corporate body, and any subsidiary from time to time of a holding company of that company or that corporate body.

“Holding company” means a holding company as defined in section 1159 of the Companies Act 2006.

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Key Personnel” mean those persons named in the Specification as being key personnel.

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.

“Month” means calendar month.

“Party” means a party to the Agreement and “Parties” shall be construed accordingly.

“Personal Data” means personal data as defined in the Data Protection Legislation.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“Premises” means the location where the Services are to be performed, as specified in the Specification.

“Pricing Schedule” means the Schedule containing details of the Agreement Price.

“Schedule” means a schedule attached to the Agreement.

“Services” means the services to be provided as specified in the Specification.



“**Specification**” means the description of the Services to be provided under the Agreement and attached as the Specification Schedule.

“**Specification Schedule**” means the Schedule containing details of the Specification.

“**Subsidiary**” means a subsidiary as defined in section 1159 of the Companies Act 2006.

“**UK Data Protection Legislation**” means any applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended or any successor legislation

WHEREAS:

The Client wishes to acquire certain services from the Supplier and the Supplier is willing to provide such services to the Client on the terms and conditions set out in the Agreement.

1. Term & Scope

1.1. The Agreement will:

- 1.1.1. come into force on the Commencement Date; and
- 1.1.2. apply in relation to the Services supplied by the Supplier to the Client under the Agreement on or after the Commencement Date; and
- 1.1.3. remain in force until the Expiration Date subject to any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement remaining in full force and effect.

1.2. No relationship of agency, joint venture or partnership will be created or will be deemed to exist between the Parties by virtue of the execution or performance of the Agreement. Unless the Agreement expressly provides otherwise, neither Party will have authority to bind the other Party without the other Party’s written consent.

2. Provision of the Services

2.1. The Supplier shall provide the Services during the Agreement Period in accordance with the Client’s requirements as set out in the Specification and the terms of the Agreement. The Client shall have the power to inspect and examine the performance of the Services at any reasonable time.



- 2.2. If the Client informs the Supplier that the Client considers that any part of the Services do not meet the requirements of the Agreement or differ in any way from those requirements, and this is other than as a result of Default on the part of the Client, the Supplier shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Client without prejudice to the Client's other rights arising from any breach of the Agreement. If the defect is not remedied within a reasonable time the Client may seek alternative remedies to be funded by the Supplier. Timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.
- 2.3. Without prejudice to any other rights and remedies the Client may have pursuant to the Agreement, the Supplier shall reimburse the Client for all reasonable costs incurred by the Client which have arisen as a direct consequence of the Supplier's delay in the performance of the Agreement which the Supplier has failed to remedy after being given reasonable notice by the Client.
- 2.4. The Supplier acknowledges that it:
 - 2.4.1. has sufficient information about the Client and the Specification and that it has made all appropriate and necessary enquires to enable it to perform the Services in accordance with the Agreement;
 - 2.4.2. shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement due to any misinterpretation or misunderstanding by the Supplier of any fact relating to the Specification or otherwise to the Agreement; and
 - 2.4.3. shall comply with all lawful and reasonable directions of the Client relating to its performance of the Services.
- 2.5. The Services include assisting other suppliers providing services to the Client or any other member of the Client's Group at no additional cost to the Client to the extent that such assistance or management of other suppliers is as described in, contemplated by or reasonably to be inferred from the Services or the nature or manner of the supply thereof.
- 2.6. Notwithstanding the above, the Supplier shall, where directed by the Client, provide at no cost all reasonable assistance, information and co-operation to any other third party with which any member of the Client's Group has a relationship subject to the signature of confidentiality agreements between the Supplier and those third parties.

3. Warranties and Representations

- 3.1. The Supplier warrants and represents that:

- 3.1.1. the Supplier has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Supplier;
- 3.1.2. the Supplier shall discharge its obligations hereunder with all due skill, care and diligence including, but not limited to, good industry practice and (without limiting the generality of this Condition) in accordance with its own established internal procedures;
- 3.1.3. the Supplier shall exercise in the performance of the Services the reasonable skill, care and diligence to be expected of an appropriately qualified practitioner holding himself out as having the competence, experience and resources necessary for the proper performance of such services of a size and scope and complexity similar to that of the Services;
- 3.1.4. the Supplier is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Agreement;
- 3.1.5. it and Services comply and will at all times comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- 3.1.6. it shall observe at all times all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises from time to time and are notified to the Supplier.

4. Personnel and Competencies

- 4.1. The Client may, by notice in writing to the Supplier, object to any of the Supplier's personnel and the Supplier will immediately remove such person from performing the Services and provide a suitable replacement at no additional cost to the Client.
- 4.2. The Supplier undertakes that it will not introduce or supply any personnel to the Client unless it has first obtained confirmation of their identity, that they have the experience, training, qualifications and any authorisations which the Client considers are necessary or which are required by Law to deliver the Service.
- 4.3. The Supplier shall ensure that its personnel have all the necessary administrative and legal authorisations including (without limitation) entry visas, residence permits and work permits; and ensure that personnel required by the Client to be security cleared obtain clearance prior to commencement of the Services; and enter into a confidentiality agreement with the Client in a form acceptable to the Client.



5. Assignment and Sub-Contracting

- 5.1. The Supplier shall not assign the Agreement or any of its rights or obligations thereunder without first having received the written approval of the Client.
- 5.2. The Client may at any time assign any or all of its rights under the Agreement provided that it gives prior written notice to the Supplier.
- 5.3. The Supplier shall not sub-Contract the Agreement or any part thereof without having first obtained the written permission of the Client provided that this restriction shall not apply to sub-Contracts for materials or minor details or any part of the work to be performed or materials or equipment to be supplied for which the sub-Contractor is named in the Agreement.
- 5.4. The Supplier shall be responsible for the acts, defaults and omissions of its sub-contractors, whether approval has been given to their appointment under this Clause or not, as if they were his own and any consent given under this Clause shall not relieve the Supplier of any of his obligations under the Agreement.

6. Variation of the Services

- 6.1. The Client reserves the right on giving reasonable written notice to require changes to the Services (whether by way of the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever. Such a change is hereinafter called “a Variation”.
- 6.2. The substance of any Variation must be agreed between parties. Any Variation shall be confirmed by the Client to the Supplier in accordance with the change control provision of the Agreement.
- 6.3. In the event of a Variation the Agreement Price may also be varied. Such Variation in the Agreement Price shall be calculated by the Client and agreed in writing with the Supplier and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances.

7. Time is of the Essence

- 7.1. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.



8. Property in Materials and Goods

- 8.1. Title and property in the Client Premises will remain with the Client and all materials and/or goods supplied under the Agreement will vest in the Client when they are brought on to the Client Premises. Property in such materials and/or goods will only re-vest in the Supplier to the extent that any such materials or goods are surplus to the requirements of the Agreement.
- 8.2. The Supplier will not and will ensure that its sub-contractor or any other person will not have a lien, charge or encumbrance on or over any such materials or goods which are vested in the Client under this Clause for any sum due to the Supplier or its sub-contractors or other persons and the Supplier will take all reasonable steps as may be necessary to ensure that the title of the Client and the exclusion of any such lien charge or encumbrance are brought to the notice of sub-contractors and other persons dealing with any such materials or goods. The Client will not be liable to the Supplier in respect of any loss or damage to materials or goods that vest in the Client under this Clause.

9. Safeguarding and Modern Slavery

- 9.1. The Supplier shall, when working at the Client's Premises, perform the Agreement in accordance with the Client's Safeguarding policies which are to protect customers and occupiers of Client's properties who are subject to or are at risk of abuse and neglect. The Supplier shall report any safeguarding concerns to the Client as soon as the Supplier become aware of them.
- 9.2. The Supplier will comply with the Client's modern slavery policy which is to ensure that there is no slavery, servitude, forced and compulsory labour and human trafficking in the Client's supply chains. The Supplier will notify the Client of any modern slavery issues in the Supplier's supply chains as soon as the Supplier becomes aware of them.
- 9.3. The Supplier's Default of the Clause 9 will entitle the Client to terminate the Agreement in accordance with Clause 28.

10. Social Value

- 10.1. During the term of the Agreement, the Supplier will, where requested by the Client, engage with the Client to assist the Client in meeting the objectives of the Client's Corporate Social Responsibility Policy ("CSR Policy"). A copy of the CSR Policy is available on the Client's website and the Supplier will be expected to be familiar with the CSR Policy.



11. Indemnity and Insurance

- 11.1. Without prejudice to any other rights or remedies available to the Client, the Supplier shall indemnify the Client against all loss of or damage to any Client's property to the extent arising as a result of the negligence or wilful acts or omissions of the Supplier in relation to the performance of the Agreement; and all claims and proceedings, damages, costs and expenses arising or incurred in respect of:
- 11.1.1. death or personal injury of any of the Supplier's personnel in relation to the performance of the Agreement, except to the extent caused by the Client's negligence;
 - 11.1.2. death or personal injury of any other person to the extent arising of the negligence or wilful acts or omissions of the Supplier in relation to the performance of the Agreement;
 - 11.1.3. loss of or damage to any property to the extent arising as a result of the negligence or wilful acts or omissions of the Supplier in relation to the performance of the Agreement; or
 - 11.1.4. under Part 1 of the Consumer Protection Act 1987 in relation to supplies.
- 11.2. The Supplier shall at its own expense effect and maintain for the Agreement period such insurances as are required by Law and as appropriate in respect of its obligations under the Agreement. Such insurances shall include third party liability insurance with an indemnity of not less than £2m for each and every claim.
- 11.3. If the Supplier cannot provide evidence of such insurance to the Client on request, the Client may arrange such insurance and recover the cost from the Supplier.
- 11.4. The Supplier shall notify the Client as soon as it is aware of any event occurring in relation to the Agreement which may give rise to an obligation to indemnify the Client under the Agreement, or to claim under any insurance required by the Supplier.
- 11.5. This Clause **11** shall not be deemed to limit in any way the Supplier's liability under the Agreement.

12. Co-operation in Handover

- 12.1. The Supplier will provide, at no cost, such reasonable assistance to the Client and to any third party nominated by the Client as is required to migrate the Contract to a new supplier effectively and efficiently, either at the natural termination date or if terminated at will in accordance with Clause **29** below. This Clause will extend to the six Months after the Expiration Date in order that the Client may successfully, and with minimum risk, engage a new supplier to provide the Services or to



commence to provide those Services in-house, using its own staff and resources. In particular (but without limitation) the Supplier will, where so required provide all reasonable help, assistance and co-operation:-

- 12.1.1. in the transfer of the provision of all facilities associated with the provision of the Services from the Supplier to the Client and/or to the new supplier.
- 12.1.2. to effect the transfer of such Documentation as is necessary to enable the new supplier and/or the Client to set up and effect the changeover.
- 12.2. Without prejudice to the above, the Supplier will on or prior to the Expiration Date transfer to the Client such Documentations as the Client may request.
- 12.3. The Supplier's obligation to effect a smooth transfer of Documentation, either to the Client or a new supplier will be carried out in such a manner so as not to interfere with use and enjoyment of the Services and without the Client's business being unduly disrupted or hindered.

13. Construction

- 13.1. The Schedules, Annexes and Appendices expressly referred to in and attached to the Agreement form part of the Agreement and are contractually binding on both parties.

14. Notices

- 14.1. Except as otherwise expressly provided within the Agreement, no notice or Communication from one Party to the other shall have any validity under the Agreement unless confirmed in writing by or on behalf of the Party concerned.
- 14.2. Any notice or other communication which is to be given by either Party to the other shall be confirmed in writing, delivered by any method. Such written communication shall be addressed to the formal point of contact for each Party set out below:
- 14.3. Either Party may change its address by serving a notice in accordance with this Clause **14**.

15. Entire Agreement

- 15.1. The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes all prior negotiations, representations and undertakings; whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.



15.2. In the event of, and only to the extent of, any conflict between the Specification, Invitation To Tender and other documents referred to or attached to the Agreement, the conflict shall be resolved in accordance with the following order of precedence:

15.2.1. these Terms and Conditions of Agreement

15.2.2. the Schedules

15.2.3. the Invitation to Tender

15.2.4. any other document referred to in the Agreement

15.3. Unless expressly agreed, a document varied pursuant to Clause 6 shall not take higher precedence than specified here.

16. Waiver

16.1. Any failure by the Client to insist at any time upon the performance of any of the terms, provisions or undertakings of the Supplier contained in the Agreement or to exercise any rights thereunder shall not constitute or be construed as a waiver thereof or a relinquishment of the Client's rights to require the future performance of any such term, provision or undertaking but the obligation of the Supplier with regard to the same shall continue in full force and effect.

17. Confidentiality and Intellectual Property

17.1. Other than by statute, each Party shall treat the Agreement and any information it may have obtained or received in relation thereto or arising out of or in connection with the performance of the Agreement or its negotiation or relating to the business or affairs of the other as private and confidential and neither Party shall publish or disclose the same or any particulars thereof without the prior written consent of the other or as may be permitted under the later provision of this Clause.

17.2. The obligations expressed in Clause 17.1 shall not apply to any information which:

17.2.1. is or subsequently comes into the public domain otherwise than by breach of this Clause

17.2.2. is already in the possession of the receiving Party without an accompanying obligation of confidentiality

17.2.3. is obtained from a third party who is free to divulge the same

17.2.4. is independently and lawfully developed by the recipient or its sub Contractor outside the scope of the Agreement

17.3. So far as it may be necessary for the performance of the Supplier for the operation and maintenance of the subject matter of the Agreement each Party may divulge



any information to be kept confidential under Clause **17.1** of this Clause to their employees, agents and sub-contractors on a “need to know” basis but undertake that they will take all steps necessary to ensure compliance by such employees, agents, and sub-contractors with the obligations as to confidentiality expressed in this Clause, including without limitation incorporating such clauses into their own agreements with such persons, and will be responsible to the other Party for any failure by any employee, agent or sub-Contractor to comply with such obligations whether such employee, agent or sub-Contractor was aware of them or not.

- 17.4. All Intellectual Property Rights in all works or supplies provided under the Agreement which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by the Client and the Supplier shall ensure that it executes all documents necessary to effect such ownership. Where the Supplier provides existing intellectual property right protected material to the Client under the Agreement it shall disclose this to Client, warrants it has the right to do so and shall fully indemnify and hold Client harmless against all loss or liability arising from any third party Intellectual Property Rights claims arising both from such existing material and in relation to any such bespoke work. Except as provided above both parties retain ownership of their pre-existing Intellectual Property Rights protected material.

18. Data Protection and Cyber Security

- 18.1. The Supplier will comply with all applicable requirements of the Data Protection Legislation. Clauses **18.1** to **18.9** are in addition to, and do not relieve, remove or replace, the Supplier's obligations under the Data Protection Legislation.
- 18.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 18.3. Without prejudice to the generality of Clause **18.1**, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement:
- 18.3.1. process that Personal Data only on the written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client;

- 18.3.2. ensure that it has in place appropriate technical and organisational measures, details of which shall be made available as reasonably required by the Client from time to time, 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);
- 18.3.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 18.3.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - 18.3.4.1. the Supplier has provided appropriate safeguards in relation to the transfer;
 - 18.3.4.2. the data subject has enforceable rights and effective legal remedies;
 - 18.3.4.3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 18.3.4.4. the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- 18.3.5. assist the Client (at its own cost unless agreed otherwise in writing by the Client) in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 18.3.6. notify the Client without undue delay and in any event with 24 hours, on becoming aware of a Personal Data Breach, describing the incident, the nature of the breach and the circumstances and providing such other information as may reasonably be required by the Client;



- 18.3.7. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
 - 18.3.8. maintain complete and accurate records and information to demonstrate its compliance with Clauses **18.5** to **18.8** and allow for audits by the Client or the Client's designated auditor.
- 18.4. The Client does not consent to the Supplier appointing any third party processor of Personal Data under the Agreement without its prior written consent. For the avoidance of doubt, the Supplier shall remain fully liable at all times for all acts or omissions of any third-party processor appointed by it pursuant to this clause **18.4** or otherwise.
- 18.5. The Supplier shall comply with the Client's IT security guidelines and all other requirements relating to cyber security as specified by the Client to the Supplier from time to time.
- 18.6. At least once a year the Supplier will conduct audits and testing of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under the Agreement and shall at its own cost promptly rectify any aspects of such practices which are ineffective or may not otherwise comply with the terms of the Agreement.
- 18.7. On the Client's request, the Supplier shall promptly provide the Client with evidence of the audit referred to under clause **18.6** being carried out and details of any rectification actions undertaken.
- 18.8. Schedule C sets out the scope, nature and purpose of all Processing by the Supplier, the duration of the Processing, the types of Personal Data and categories of Data Subject (all as defined in the Data Protection Legislation) under the Agreement. The Supplier warrants and undertakes to the Client that no additional Personal Data will be collected or processed by the Supplier under the Agreement without the prior written consent of the Client.
- 18.9. The Supplier shall indemnify and keep indemnified the Client in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, the Client or any member of Client's Group arising from or in connection with any breach by the Supplier of any of its obligations under Clauses **18.1** to **18.6** (inclusive).

19. Conflicts of Interest, Fraud, Competition Law and Anti- Bribery and Anti-tax evasion

- 19.1. The Supplier shall take all appropriate steps to ensure that neither it nor any employee, servant, agent, supplier or sub-contractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or such persons and the duties owed to the Client under the provisions of the Agreement. The Supplier shall disclose to the Client full particulars of any such conflict, or potential conflict of interest which may arise. If any such conflict arises the Supplier shall notify the Client in writing and the Client shall agree the most appropriate action.
- 19.2. The Supplier shall safeguard the Client against fraud. The Supplier shall notify the Client immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3. The Supplier warrants that it has engaged in no price fixing, bid rigging, illegal price information exchange agreement or other arrangement in breach of UK, EU or other competition Laws relevant to the Supplier arrangements between the parties.
- 19.4. The Supplier warrants that it and its sub-contractors and suppliers and its and their respective employees and agents have not committed, and shall not offer or agree to give to any servant, employee, officer or agent of the Client any gift or consideration of any kind as an inducement or reward:-
- 19.4.1. for any act or failure to act in relation to the obtaining or performance of the Agreement or any other Agreement or arrangement with the Client and a third party; or
 - 19.4.2. for any favour or disfavour to any person in relation to the Agreement or any other such agreement; or
 - 19.4.3. for entering into the Agreement or any other such agreement where commission or rebates have been paid or agreed to be paid by it or on its behalf or to its knowledge without the Client's prior agreement
- 19.5. The Supplier warrants that it and its sub-contractors and suppliers, and respective employees and agents have not committed, and shall not commit, any offence under legislation creating offences in respect of fraudulent acts or at Common Law in respect of fraudulent acts relating to the Agreement or any other agreement with the Client or defraud or make any attempt to defraud the Client.
- 19.6. If requested by the Client, the Supplier shall terminate the employment of any of its personnel who breach the provisions of the Clause 19. The Supplier shall include a provision in each of its sub-contracts entitling it to terminate the employment of the sub-contractor's employees in such circumstances.



19.7. The Supplier shall:

- 19.7.1. 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”);
- 19.7.2. 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;
- 19.7.3. have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- 19.7.4. promptly report to the Client 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 Agreement,

19.8. For the purposes of this Clause **19**:

- 19.8.1. the expressions ‘Associated With’, ‘Prevention Procedures’, ‘UK Tax Evasion Offence’ and ‘Foreign Tax Evasion Offence’ shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (CFA 2017) and guidance published under it;
- 19.8.2. Corporate Failure to Prevent Offence means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction;
- 19.8.3. Supplier Associated Persons means all or any of the following:
 - 19.8.3.1. persons Associated with the Supplier (Supplier’s Associates); and
 - 19.8.3.2. persons Associated With any of the Supplier’s Associates;

in each case, involved in performing services for or on behalf of the Supplier in connection with the Services and the Agreement.

19.9. The Supplier shall ensure that it and the Supplier Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including the Client, of a:

- 19.9.1. Corporate Failure to Prevent Offence;
- 19.9.2. UK Tax Evasion Offence; or



19.9.3. Foreign Tax Evasion Offence

in connection with the performance of this Agreement.

19.10. The Supplier shall not, and shall use all reasonable endeavours to ensure that Supplier Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person Associated with the Client to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of the Services and the Agreement.

19.11. The Supplier shall, and shall procure that Supplier Associated Persons shall, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Supplier or Supplier Associated Persons in connection with the performance of the Services and the Agreement or otherwise.

19.12. Without prejudice to Clause **19.9**, the Supplier shall ensure that it and all relevant Supplier Associated Persons have in place such Prevention Procedures as it is reasonable in all the circumstances to expect the Supplier and such persons to have in place to prevent any breach of Clauses **19.8** to **19.12**.

20. The Contracts (Rights of Third Parties) Act 1999

20.1. Except as expressly provided in Clause **20.2**, no person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Client or the Supplier) shall have any right to enforce any term of the Agreement. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

20.2. The Agreement is intended to benefit any member of the Client's Group that receives the benefit of or is otherwise affected by, the Services and shall be enforceable by any such member of the Client's Group to the fullest extent permitted by law.

21. Statutory Regulations

21.1. Both parties shall in all matters relating to the performance of the Agreement comply with all Acts of Parliament and with all orders, regulations and bye-laws made with statutory authority by Government Departments or by local or other authorities. The cost to each Party of meeting the requirements of this Clause shall be borne by that Party.

21.2. If the cost to the Supplier of the performance of the Agreement shall be increased or reduced by reason of the making after the date of the Agreement of any new



Law or order or regulation having the force of Law as referred to in Clause **21.1** or of the making of any change to any such Law, order or regulation in force at the date of Agreement that shall be applicable to the Agreement (other than any tax on profits), the amount of such increase or reduction shall be paid to or repaid by the Supplier as appropriate.

22. Discrimination

22.1. The Supplier shall not unlawfully discriminate within the meaning and scope of any Law or regulation relating to discrimination (whether in race, gender, religion, disability, age, sexual orientation or otherwise) in employment. The Supplier shall take all reasonable steps to secure the observance of this provision by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in the execution of the Agreement.

23. Publicity

23.1. Neither Party shall without the written consent of the other (the giving of which consent shall be at the sole discretion of that Party) advertise, publicly announce or provide to any other person information relating to the existence or details of the Agreement or use the other Party's name in any format for any promotion, publicity, marketing or advertising purpose.

24. Terms of Payment

24.1. In consideration of the satisfactory provision of the Services by the Supplier, the Customer shall pay the Agreement Price.

24.2. Unless otherwise agreed in writing by the Client, the Supplier shall be entitled to invoice the Client once the Services have been provided.

24.3. Invoices shall clearly state the Client's purchase order number, contract title and date and shall be addressed to the correct member of the Client's Group that the Services have been provided to.

24.4. Provided that the invoice was one which under the Agreement the Supplier was entitled to submit, the Client shall pay the Supplier within 30 days from the date of receipt of the valid, proper and undisputed invoice subject to any right of deduction which the Client may have by way of setoff or abatement. If the Client does make any such deduction then he shall notify the Supplier accordingly in writing with reasons.

24.5. If the Client shall fail to make any payment to the Supplier to which the Supplier is entitled under the Clause **24** after deduction of any amount which the Client is entitled to deduct, then the Client shall pay to the Supplier, where so demanded by



the Supplier, in addition to the amount not properly paid statutory interest for the period in days until such payment is made.

- 24.6. The Client shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 24.7. For the purposes of clause **24.6**, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 24.8. Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
 - 24.8.1. Provisions having the same effect as clause **24.4** of the Agreement; and
 - 24.8.2. A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause **24.4** of the Agreement.
 - 24.8.3. In Clause **24.8** "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Client in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Agreement.

25. Recovery of sums due

- 25.1. All damages, costs, charges, expenses, debts, sums or other amounts owing to, or incurred by the Client, arising out of or attributable to, the Agreement or any other agreement with the Supplier may be deducted by the Client from monies due or which may become due to the Supplier under such contracts.

26. Right of audit

- 26.1. The Supplier shall keep secure and maintain until two years after the final payment of all sums due under the agreement, or such longer period as may be agreed between the parties, full and accurate records of the Services and expenditure reimbursed by the Client and all payments made by the Client.
- 26.2. The Supplier shall grant to the Client or its authorised agents, such access to those records as they may reasonably require in order to check the Supplier's compliance with the agreement.

27. Force Majeure

27.1. Subject to clause **27.3**, neither Party shall be regarded as being in Default of its obligation under the Agreement if it can show that it was prevented from performance by any circumstances of force majeure which arose after the date of the Agreement and which was not foreseeable at the date of the Agreement. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 5 days' written notice to the affected party.

27.2. For the purpose of the Agreement the term force majeure shall mean:

27.2.1. war and other hostilities (whether war be declared or not) invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo;

27.2.2. rebellion, revolution, insurrection, military or usurped power or civil war;

27.2.3. riot, commotion or disorder except where solely restricted to employees of the Supplier or its sub-contractors or sub-suppliers;

27.2.4. natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the Party claiming force majeure;

27.3. The affected party shall:

27.3.1. as soon as reasonably practicable after the start of the Force Majeure Event but no later than 2 days from its start, notify the other party in writing of the force majeure event, the date on which it started, its likely or potential duration, and the effect of the force majeure event on its ability to perform any of its obligations under the Agreement; and

27.3.2. use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations.

28. Termination

28.1. Either Party may terminate the Agreement forthwith by written notice to the other effective from the date of service of such notice if:

28.1.1. There is a breach by the other Party of any provision of the Agreement which expressly entitles the Party not in breach to terminate the Agreement.

28.1.2. There is a material or persistent breach of any other term of the Agreement, which is not remedied within 30 days of the service of written notice to the defaulting Party specifying the breach and requiring it to be remedied.

- 28.1.3. The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("IA 1986") as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply.
 - 28.1.4. A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
 - 28.1.5. An application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company).
 - 28.1.6. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 28.2. The Client may terminate the Agreement forthwith by written notice to the Supplier effective from the date of service of such notice if there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 28.3. On termination the Client shall pay the Supplier monies due in accordance with the Agreement in respect of the materials supplied and/or Services performed by the Supplier up to the date of termination together with the costs of the commitments already entered into by the Supplier at the date of termination of the Agreement, less the amount of any payments already made to the Supplier up to the date of termination. If the amount of payments already made to the Supplier at the date of termination exceeds the sum due to the Supplier under this sub- Clause then the Supplier shall repay the balance due to the Client. Any such payment shall be in full satisfaction of the Supplier's rights to payment, compensation or damages in respect of the termination or the breach of Agreement giving rise to the right of termination.
- 28.4. On payment of the sum due under Clause **28.3** the Supplier shall transfer to the Client the benefit of all work done and the property in all materials supplied by the Supplier or his sub-contractors, and title and ownership will pass in accordance with the Agreement.



29. Termination at will clause

29.1. The Client may terminate the contract at any time by giving 90 days' notice. The Client will pay the Supplier fair and reasonable prices for goods, material, charges, commitments and Services performed.

30. Dispute resolution

30.1. Each Party will use their reasonable efforts to negotiate in good faith and settle any major or material dispute that may arise out of or related to the Agreement. If any such dispute cannot be settled amicably through ordinary negotiations by the respective representatives, the dispute shall be referred to the senior representatives nominated by each Parties' respective chief executives/managing directors who will meet in good faith in order to try and resolve the dispute.

30.2. If the dispute or difference is not resolved as a result of such meetings either Party may (at such meeting or within ten (10) days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of the Adviser before resorting to litigation with costs shared equally.

30.3. If Parties fail to reach agreement in the structured negotiations within twenty one (21) days of the Adviser being appointed, either Party may then refer any dispute to litigation.

31. Law and Jurisdiction

31.1. The construction, performance and validity of the Agreement shall in all respects be governed by the Laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any dispute hereunder.