Version 1.2

Department for
Business, Energy
& Industrial Strategy

Supply & Delivery Contract

THIS AGREEMENT is made the 15th day of March 2022

PARTIES:

(1) **The Secretary of State for Business, Energy & Industrial Strategy** of **Victoria Street, London SW1H 0ET** acting as part of the Crown (the "**Purchaser**"); and

(2) **Woodlands (Worcestershire) Ltd** which is a company incorporated in and in accordance with the laws of **England & Wales** (Company No. **477998)** whose registered office address is at Generation House, Vale Business Park, Evesham WR11 1GP (the "**Supplier**").

BACKGROUND

(A) Following the invasion of Ukraine by Russia and a request for the supply of generators by the Government of Ukraine as the escalating bombardment is causing an humanitarian disaster, the Purchaser wishes to purchase the Products and have them delivered to an identified location for handover to a representative of the Ukrainian Government (the “Beneficiary”)

(B) The Supplier has agreed to supply the Products in accordance with the Contract.

(C) The Supplier understands that all legal title in the Products, in accordance with the Contract, shall be transferred from the Authority to the Ukrainian Government (the “Beneficiary”) following delivery, in line with the Contract.

IT IS AGREED AS FOLLOWS:

1. The Purchaser will pay the Supplier the amount due in accordance with the Conditions.
2. The Supplier will supply and deliver the Products in accordance with the Conditions.

ENTIRE AGREEMENT

The Contract sets forth the entire agreement and understanding between the parties and supersedes all previous statements, documents and negotiations relating to the subject matter of the Contract provided that nothing in this clause purports to exclude any liability for any representation made fraudulently.

INVALIDITY AND SEVERABILITY

If any provision of this Contract shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Contract shall not be affected.

Signed by the Purchaser and Supplier :

[redacted]

PARTICULARS

Term:

The Contract shall commence on the date of execution and shall terminate following delivery, in accordance with the Contract.

[redacted]

[redacted]

Test certificates or product guarantees or warranties required:

[redacted]

Payment method:

The Purchaser shall pay the Supplier within 30 days on receipt of a valid and accepted invoice from the Supplier.

If the Supplier enters into a subcontract, it must ensure that a provision is included in each subcontract which specifies that payment must be made to the subcontractor within 30 days of receipt of a valid invoice.

All Charges payable by the Purchaser to the Supplier will include VAT at the appropriate rate.

Invoice Address:

All invoices must be sent, quoting a valid purchase order number to:-

[redacted]

Delivery Address (to a representative of the Beneficiary):

[redacted]

Delivery Date(s):
To deliver by

[redacted]

Passes for access to Purchaser's Premises

Any aid goods to Ukraine do not need to have any export electronic customs declaration submitted prior to departure and will instead be declared orally to a customs officer at the port, or "by the act of driving through the port."

For further information relating to this issue, please access https://www.gov.uk/government/news/customs-easement-to-help-ukraine-aid-exports#

Notice Details:

Purchaser: Department for Business, Energy and Industrial Strategy

Address: 1 Victoria Street, London, SW1H 0ET

[redacted]

Supplier: Woodlands (Worcestershire) Ltd.

Address: Generation House, Vale Business Park, Evesham. WR11 1GP

[redacted]

Purchaser's Authorised Representative:

Lowri Ann Willis, Commercial Lead Energy Development and Resilience & Urgent Response

Senior Representatives:

For the Purchaser:

Estelle Watts, Deputy Director (Commercial)
Trinity Bridge House, 2 Dearmans Place, SALFORD M3 5BS

[redacted]

For the Supplier:

[redacted]

Woodlands (Worcestershire) Ltd
Generation House,
Vale Business Park,
Evesham
WR11 1GP

Insurances:

[redacted]

Special Conditions:

Special Condition 1
For the Products that are being supplied in this Contract to be classed as Humanitarian Aid the Supplier must complete Annex 1 and supply information to the Beneficiary. As at 12 March the information to be supplied is:

[redacted]

The Supplier shall cooperate and comply with all requirements to ensure compliance with Humanitarian Aid requirements.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise requires, the words or expressions that begin with capital letters shall have the precise meanings as set out below:

1.1.1 '**Auditor**' is:

(a) the Purchaser's internal and external auditors;

(b) the Purchaser's statutory or regulatory auditors;

(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;

(d) HM Treasury or the Cabinet Office;

(e) any party formally appointed by the Purchaser to carry out audit or similar review functions; and

(f) successors or assigns of any of the above;

1.1.2 '**Authorised Representative**' means a person authorised by the Purchaser and stated in the Particulars or such other person as the Purchaser shall notify to the Supplier in writing to perform such role;

1.1.3 **'Beneficiary'** means the Government of Ukraine or an authorised entity to act on their behalf

1.1.3 '**Commercially Sensitive Information**' means the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the Supplier, the charges for the goods or services, its IPR or its business or which the Supplier has indicated to the Purchaser that, if disclosed by the Purchaser, would cause the Supplier significant commercial disadvantage or material financial loss.

1.1.4 '**Conditions**' means these terms and conditions as may be varied by the Special Conditions;

1.1.5 '**Confidential Information**' means the Purchaser's Confidential Information and/or the Supplier's Confidential Information;

1.1.6 '**Contracting Body**' means any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the Purchaser;

1.1.7 '**Crown Body**' means any department, office or agency of the Crown;

1.1.8 '**Data Protection Legislation**' means (i) the GDPR, (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy, which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

1.1.9 '**DASVOIT**' means the Disclosure of Tax Avoidance Schemes: VAT and other indirect

taxes contained in the Finance (No.2) Act 2017;

1.1.10 '**Delivery Address**' means the address for the delivery of the Products as identified in the Particulars or any other location notified by the Purchaser in writing;

1.1.11 **'Delivery Dates**' means the date(s) for completion of the delivery of the Products identified in the Particulars or any other dates notified by the Purchaser in writing;

1.1.12 '**DOTAS**' means the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;

1.1.13 '**Environmental Information Regulations**' means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations;

1.1.14 '**FOIA**' means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

1.1.15 '**General Anti-Abuse Rule**' means:

(a) the legislation in Part 5 of the Finance Act 2013 (as amended) and

(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions;

1.1.16 '**Halifax Abuse Principle**' means the principle explained in the CJEU Case C-255/02 Halifax and others;

1.1.17 '**Insolvent**' means in relation to the Supplier if:

(a) a petition is presented, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction

(b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise, composition or scheme of arrangement with its creditors or any class of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party; or

(c) any step (whether in or out of court) is taken, an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company); or

(d) the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed, an administrative receiver; or

(e) a receiver (including an administrative receiver) appointed over the whole or any part of its property, assets or undertaking; or

(f) being an individual, it is the subject of a bankruptcy petition or order or enters

into an individual voluntary arrangement, a deed of arrangement or any compromise, composition or scheme of arrangement with its creditors ; or

(g) any distress, execution, sequestration or other such process is levied or applied for in respect of the whole or any part of its property, assets or undertakings; or

(h) any event occurs, or proceeding is taken, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (g) above;

1.1.18 '**Law**' means any and all requirements pursuant to any Act of Parliament, any instrument, rule or order made under any Act of Parliament, any subordinate legislation within the meaning of Section 21(i) of the Interpretation Act 1978, any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, or directives or requirements of any regulatory body with which the Supplier is bound to comply, mandatory guidance or code of practice, judgment of a relevant court of law, or any regulation or byelaw of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Project or Performance or the Products including without limitation any statutory provisions and any decision of a relevant authority or organisation thereunder which controls the right to develop the Site;

1.1.19 '**Material Breach**' means any substantial breach of the Contract by the Supplier where the Purchaser has served notice on the Supplier that it has four (4) weeks in which to rectify the breach and the Supplier fails to do so;

1.1.20 '**Occasion of Tax Non-Compliance**' means

(a) where any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of

(b) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or

(c) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DAVOIT, DOTAS or VADR or any equivalent or similar regime and

(d) where any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of the Contract or to a civil penalty for fraud or evasion;

1.1.21 '**Performance**' means the manufacture, ordering of goods and materials for the Products and supply, delivery, unloading and (if applicable) installation of the Products and provision of all supporting information and documents for the purposes of the Contract;

1.1.22 '**Personal Data**' has the meaning given to it in the Data Protection Legislation;

1.1.23 '**Price**' means all sums payable to the Supplier for Performance and the Products which shall be as stated in the Particulars;

1.1.24 '**Products**' means all goods, materials and products to be supplied, delivered and (if applicable) installed as identified in the Particulars (including any component, part of or raw materials used in such goods);

1.1.25 '**Prohibited Act**' is

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Purchaser or other Contracting Body or any other public body a financial

or other advantage to induce that person to

(i) perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity;

(ii) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;

(iii) committing any offence under the Bribery Act 2010 (or any legislation repealed or revoked by such Act), under legislation or common law concerning fraudulent acts or defrauding, attempting to defraud or conspiring to defraud the Purchaser; or

(b) any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;

1.1.26 '**Project**' means any construction works of which it is intended the Products will form a part or for which the Products will be used;

1.1.27 **'Purchaser Confidential Information**' means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the Purchaser and/or the Beneficiary, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

1.1.28 '**Purchaser's Premises**' are premises owned, occupied or leased by the Purchaser including any Site;

1.1.29 '**Relevant Requirements**' are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

1.1.30 '**Relevant Tax Authority**' means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Supplier* is established;

1.1.31 '**Request for Information**' means a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations;

1.1.32 **'Requisite Consents**' means any and all relevant permissions, consents, approvals, licences, certificates and permits in relation to the Site or the Products and which term includes but is not limited to any modification, variation or amendment to any relevant Requisite Consent;

1.1.33 '**Senior Representatives**' means the persons named in the Particulars or such other person as a party shall notify to the other party in writing;

1.1.34 '**Site**' means any site which is the location of the Project;

1.1.35 '**Special Conditions**' means special conditions (if any) that may amend, modify or supplement these Conditions and which may be referenced or included by the Purchaser in the Particulars;

1.1.36 '**Supplier's Confidential Information**' means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Subcontractors of the Supplier, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information;

1.1.37 ‘**Supplier’s Persons**' means the Supplier’s contractors, consultants, suppliers, servants, agents, partners, workers and employees engaged in connection with the Contract;

1.1.38 ‘**VADR**’ means the VAT disclosure regime under Schedule 11A of the Value Added Tax Act 1994 (VATA 1994) (as amended by Schedule 1 of the Finance (No. 2) Act 2005);

1.1.39 ‘**Variation**’ means a variation, modification, omission, addition or other alteration (including but not limited to the nature, scope, quantity, subject matter, delivery arrangements, installation requirements or timing of Delivery Dates, or where a Term applies, additional orders for Products placed during the Term) to the Performance or the Products; and

1.1.40 ‘**Working Day**' means any day other than a weekend or public holiday.

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 words in the singular shall include the plural and in the plural shall include the singular;

1.2.2 clause headings are inserted for convenience only and shall not affect the construction of these Conditions;

1.2.3 a reference to one gender shall include a reference to the other genders;

1.2.4 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time or it is in force as at the date of the Contract;

1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time and/or as at the date of the Contract under that statute or statutory provision;

1.2.6 a reference to a ‘person’ includes any individual, firm, partnership, company and any other legal entity;

1.2.7 a reference to a party or the parties is a reference to a party or the parties to the Contract and references to a party shall include its successors in title and permitted assigns;

1.2.8 a reference to writing or written includes email, but not fax;

1.2.9 references to clauses or Schedules are to the clauses or Schedules of the Contract;

1.2.10 any words following the terms including, include, includes, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms and the use of the words 'other' or 'otherwise' shall not be construed as having a limiting effect.

2. BASIS OF THE CONTRACT

2.1 The Supplier agrees to supply the Products in accordance with the Contract. Any terms and conditions of the Supplier are superseded, are of no effect and do not form part of or apply to the Contract in any circumstances unless and to the extent incorporated as Special Conditions.

2.2 The terms and conditions of the Contract may only be amended or varied in writing and signed by the Authorised Representative. Any other purported variation shall be of no effect.

2.3 Notwithstanding the date the Purchaser and the Supplier enter into the Contract, any Performance by or on behalf of the Supplier prior to the date of the Contract in anticipation of the Purchaser entering into the Contract with the Supplier shall be treated as forming part of the Performance under the Contract and shall be subject to the terms of the Contract. Any monies already paid as at the date of the Contract by the Purchaser to the Supplier in connection with Performance shall be treated as payments on account of the Price.

3. GENERAL OBLIGATIONS AND WARRANTIES

3.1 The Supplier warrants to the Purchaser that the Products:

3.1.1 will be of sound and satisfactory quality and fit for all purposes for which the Products are commonly supplied and/or for any special purposes which are notified to the Supplier;

3.1.2 will correspond with any specification provided to the Supplier by the Purchaser;

3.1.3 will correspond with any sample provided by the Supplier;

3.1.4 will be free from defects in design, material and workmanship;

3.1.5 will comply with all and will not contravene any Requisite Consents or Law relating to the manufacture and sale of materials and goods, product safety, packaging, labelling and hazardous substances (including the appropriate British Standard and Codes of Practice or equivalent specification unless otherwise agreed);

3.1.6 will comply with the general requirements of safety in terms of risk presented to the health and safety of persons.

3.2 The Supplier shall ensure that all product information relating to the Products provided by the Supplier and all product information provided to the Supplier by its suppliers and sub-contractors complies with the Code for Construction Product Information issued by the Construction Products Association.

3.3 So far as it is able, the Supplier will pass on to the Purchaser or procure for the Purchaser the benefits of any warranties or guarantees given by any third party supplier in relation to the Products.

3.4 Insofar as the Supplier is responsible for the design of the Products or any part thereof it warrants and undertakes to the Purchaser that it shall in carrying out such design exercise the reasonable skill and care to be expected of a properly qualified and competent designer experienced in producing goods of a similar size, scope and complexity as the Products.

3.5 If the Supplier is responsible for installation of the Products, the Supplier warrants that it will comply with its obligations under the Construction (Design and Management) Regulations 2015.

3.6 The Supplier warrants to the Purchaser that the Supplier has not used and will not use and has exercised and will continue to exercise the level of skill and care referred to in clause 3.4 to see that it has not specified and will not specify for use in the Products any substances and materials not in conformity with any relevant British Standards or Codes or Practice or which are generally known to the UK building industry at the time of specification or use to be deleterious to health and safety or to the durability of the Products in the particular circumstances in which they are used, or which are not used in accordance with the guidance contained in the publication “Good Practice in the Selection of Construction Materials” (2011, British Council of Offices).

3.7 The Supplier shall ensure that copies of any test certificates or product guarantees or warranties referred to in the Particulars (or otherwise required under any Law or by a regulatory body or as part of any Requisite Consents) are provided to the Purchaser prior to the delivery of the Products.

3.8 The Supplier shall ensure that all product information relating to the Products complies with the Code for Construction Product Information issued by the Construction Products Association.

3.9 The Supplier shall provide as built drawings, operating instructions, maintenance manuals, fabrication reports and the like to the Beneficiary on delivery of the Products.

3.10 The Supplier shall ensure that the Products will be safe and delivered in a safe manner and comprehensive instructions as to the use, handling, installation, storage and safety of the Products including all information required for the Purchaser to comply with the Control of Substances Hazardous to Health Regulations 2002 as amended by the Control of Substances Hazardous to Health (Amendment) Regulations 2004 shall be sent in advance of delivery.

3.11 The Supplier shall ensure that all duties and obligations under any Law which relate to the

manufacture and/or use of the Products (including but not limited to any legal requirements imposed under the Factories Act 1961 or regulations made thereunder and the requirements of Section 6 of the Health and Safety at Work etc. Act 1974 as amended) are satisfied and keep the Purchaser indemnified against all penalties and liability of any kind for breach of any Law.

4. PRICES AND PAYMENT

4.1 In consideration of the satisfactory supply and delivery of the Products, the Purchaser shall pay to the Supplier the Price in accordance with and subject to these Conditions. Subject to payments in respect of Variations pursuant to clause 5, the Price shall be:

4.1.1 Fixed,

4.1.2 exclusive of any applicable VAT (which shall be payable by the Purchaser subject to receipt of a VAT invoice); and

4.1.3 inclusive of all charges for packaging, packing, insurance and unloading of the Products to the Delivery Address and any duties or levies other than VAT.

4.2 The rates and prices stated in the Particulars are deemed to be sufficient to cover all the Supplier's obligations in relation to the Products and Performance whether express or implied and without prejudice to the generality of the foregoing where the Products (or any part thereof) or Performance is to be performed otherwise than at the Supplier's premises then the Supplier shall be deemed to have satisfied itself as to all local, national and/or international conditions requirements or difficulties or any other factors which may in any way affect the Performance or the Products.

4.3 No increase in the Price may be made without the prior written consent of the Purchaser signed by the Authorised Representative.

4.4 The Supplier may submit an invoice to the Purchaser within 14 days of the execution of this Contract.

4.5 The Supplier’s invoice shall set out:

4.5.1 the contract date and/or number;

4.5.2 a description including quantity of the Products and their serial numbers;

4.5.3 a breakdown of the amount invoiced clearly showing the amounts charged for Products supplied ;

4.5.4 the total value of the invoice indicating the delivery costs element separately ; and

4.5.5 Value Added Tax shown separately.

4.6 The Purchaser shall be entitled to deduct from the Price any amount which is disputed by the Purchaser, pending resolution of such dispute.

4.7 The final date for payment of each invoice shall be a date within thirty days of receipt of an invoice by the Purchaser.

4.8 If the Purchaser fails to pay a sum due to the Supplier by the final date for payment, simple interest shall be added to the unpaid sum from the final date for payment until the actual date of payment. This shall be calculated on a daily basis at the annual rate of three per cent (3%) above the Bank of England Base Rate. The Parties acknowledge that the liability of the Purchaser under this clause is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

4.9 The Supplier must facilitate payment by the Purchaser of the Price under the Contract under any method agreed with the Purchaser in the Particulars. The Supplier must facilitate a change of payment method during the term of the Contract. The Supplier shall not charge the Purchaser

any fees for the use of any payment method or for a change of payment method during the term of the Contract.

5. CHANGES/VARIATIONS

5.1 The Purchaser may request Variations by way of an instruction to the Supplier in writing. If a Term applies the Purchaser may not requested Variations for additional orders for Products after expiry of the Term.

5.2 Variations shall be valued by agreement between the Purchaser and the Supplier or, if they fail to agree, in accordance with the rates and prices in the Particulars or (if no applicable rates and prices exist) such prices as shall be fair and reasonable in the circumstances.

5.3 The Supplier shall carry out any Variations required by the Purchaser.

5.4 In the event a Variation results in any works, services, goods, materials, plant or equipment being omitted from the Contract, the Price shall be reduced by an appropriate sum in accordance with clause 5.2. The Purchaser shall not be liable to the Supplier for any costs, losses, damages or expenses accrued, suffered or incurred by the Supplier arising from such omission save for the reasonable costs of materials, goods and manufacture incurred by the Supplier prior to the instruction of the omission.

6. ASSIGNMENT/SUB-CONTRACTING/THIRD PARTIES

6.1 The Supplier shall not sub-let all or any part of the Contract or assign or charge all or any part of the Contract or any rights or benefits under it without the Purchaser's prior written consent (such consent not to be unreasonably withheld or delayed).

6.2 The Supplier will remain responsible and liable for all the design, manufacture, supply, delivery, works, obligations and duties it sub-lets to a third party as if the Supplier had performed such design, manufacture, supply, delivery, works, obligations and duties itself. Any sub-letting of part or all of the Contract or any obligations or duties under it, whether or not the Purchaser has given its consent, shall not in any way relieve the Supplier from or reduce any of its obligations, duties and liabilities arising from or in connection with the Contract.

6.3 The Purchaser may assign the benefit of or any rights under the Contract to any department, office or agency of the Crown or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Purchaser. No other assignment is permitted without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.

6.4 The Supplier shall not be entitled to contend that any person to whom the Contract is assigned in accordance with this clause is precluded from recovering under the Contract any loss incurred by such assignee resulting from any breach of the Contract (whenever happening), by reason that such person is an assignee and not a named party under the Contract or by reason that the Purchaser or any intermediate assignee or party escaped any loss by reason of the disposal of any interest in the Project or that the Purchaser or any intermediate beneficiary has not suffered any or as much loss as such assignee.

6.5 So far as it is able, the Supplier will procure for the Beneficiary the benefits of any warranties or guarantees given by any third party supplier in relation to the Products.

7. PURCHASER'S DRAWINGS AND INFORMATION

7.1 No drawings, designs, specifications, know how or other information provided in connection with the Contract by the Purchaser or its servants or agents (including all features whether patented or patentable or not and whether separately or collectively shown) nor any other intellectual copyright matter so provided may be reproduced in whole or in part nor used for any purpose other than the execution of the Contract. All such drawings, designs and other matters are provided on loan only to the Supplier and the Supplier shall return them to the Purchaser following a request by the Purchaser.

8. COMPLETION, DELIVERY AND INSTALLATION

8.1 The Supplier shall complete, deliver to, unload at the Products at the Delivery Address by the Delivery Dates in accordance with these Conditions.

8.2 The Supplier shall report any delay or anticipated delay to delivery and its cause to the Purchaser as soon as reasonably practicable and shall keep the Purchaser fully informed with dates of anticipated actual delivery and shall use all reasonable endeavours to eliminate and/or reduce such delay or cause of delay.

8.3 The Supplier shall provide at its own expense progress data as the Purchaser shall reasonably request from time to time.

8.4 Any of the Products ready for delivery before the Purchaser requires delivery shall be stored by the Supplier at its own risk and expense.

8.5 Unless otherwise provided in the Contract, the Supplier shall be responsible for despatch delivery (including packaging, loading and unloading) to the Delivery Address.

8.6 The Products upon delivery shall be accompanied by an advice note showing the Contract number, date of delivery, the quantity, serial numbers, weight and full description of the Products delivered. The Supplier shall upon delivery obtain a receipt for the Products signed by an Authorised Representative of the Beneficiary.

8.7 The Beneficiary Authorised Representative shall sign the delivery note to confirm that delivery has been effected and accepted . Such acceptance shall however not be construed as confirmation by the Beneficiary that the Products delivered are of the correct quality, quantity, specification, materials, design and/or workmanship or that installation is in accordance with the Contract and shall in no way diminish the liability of the Supplier under the Contract.

9. PACKING AND MARKING

9.1 All Products items shall be carefully packed and protected to protect against damage in transit in such a way as to facilitate rational and economical off-loading. All costs of packing, tagging, marking etc are included in the Price and no packaging is returnable by the Purchaser. The Supplier warrants that all packing, packaging and marking complies with all Law.

10. LIENS

10.1 The Supplier agrees to waive any right to exercise a lien upon the Products or upon any materials, component parts, work in progress and, relevant drawings and acknowledges that its sole remedy in the event of any breach by the Purchaser of its obligations under the Contract is to seek financial relief through the courts. As and when required by the Purchaser the Supplier shall give a certificate of waiver of lien, and of any other rights over the Products or to any injunctive or performance remedies to the Purchaser or to any third party nominated by the Purchaser.

11. SUSPENSION AND TERMINATION

11.1 The Purchaser may instruct the Supplier to suspend Performance at any time and for any reason on reasonable notice. Where Performance has been suspended pursuant to this clause the Purchaser may at any time require the Supplier in writing to resume Performance of its obligations under the Contract in whole or in part and set reasonable new Delivery Dates for delivery of the Products and the Supplier shall as soon as reasonably practicable so resume Performance.

11.2 The Purchaser may terminate the Supplier's engagement under the Contract for convenience at any time by giving to the Supplier not less than five (5) days' prior written notice. On expiry of such notice period, the Supplier's engagement under the Contract will terminate automatically.

11.3 In the event of termination under clause 11.2, the Supplier shall be entitled to invoice the Purchaser (to the extent not already invoiced) for all Products delivered to Delivery Address carried out up to the date of termination and the reasonable costs of materials, goods and manufacture incurred by the Supplier prior to the notice of termination in relation to Products not

yet delivered. The Purchaser shall not be liable to the Supplier for any losses, costs, damages, claims or expenses suffered or incurred by the Supplier arising from or in connection with such termination under clause 11.2 (and, without prejudice to the foregoing, the Purchaser shall not be liable to pay the Supplier any amounts in respect of loss of profit, loss of contract or loss of opportunity).

11.4 Without prejudice to the Purchaser's rights under clause 11.2, if any one or more of the following occurs then the Purchaser may give written notice to the Supplier to terminate the Supplier's engagement under the Contract and such termination shall take effect from the date of receipt by the Supplier of such notice:

11.4.1 Material Breach by the Supplier; or

11.4.2 a breach by the Supplier of the terms of any of clauses 15 or 16; or

11.4.3 the Supplier fails to progress the Contract at a rate of progress sufficient to meet the Delivery Dates; or

11.4.4 the Supplier fails to comply with any Law or Requisite Consents; or

11.4.5 the Supplier is Insolvent.

11.5 The Purchaser shall not be liable to the Supplier for any losses, costs, damages, claims or expenses suffered or incurred by the Supplier arising from or in connection with termination under clause 11.4 (and shall not be liable to pay any loss of profit, loss of contract, loss of opportunity). The Purchaser may deduct from any payment to the Supplier which is outstanding and/or to recover from the Supplier any losses and/or damage arising from the termination.

11.6 In the event of any termination under clause 11.4, no forbearance whether by allowing an opportunity to rectify such default or breach or otherwise shall constitute a waiver of the Purchaser's rights to terminate. Termination of the Supplier's engagement under the Contract shall not affect the accrued rights and remedies available to either party as at the date of such termination.

11.7 If the Purchaser fails to pay any undisputed invoice by the within seven (7) days after the final date for payment, the Supplier may notify the Purchaser in writing. If the Purchaser does not pay the amount of the undisputed invoice by the date which is twenty one (21) days after the date of the Supplier's notice the Supplier may by further notice in writing terminate the Supplier's engagement under the Contract and such termination shall take effect from the date of receipt by the Purchaser.

11.8 In the event of termination under clause 11.7, the Supplier shall be entitled to invoice the Purchaser (to the extent not already invoiced) for all Products delivered to Delivery Address carried out up to the date of termination and the reasonable costs of materials, goods and manufacture incurred by the Supplier prior to the notice of termination in relation to Products not yet delivered plus profit thereon. Save as asset out in this clause 11.8 the Purchaser shall not be liable to the Supplier for any losses, costs, damages, claims or expenses suffered or incurred by the Supplier arising from or in connection with such termination under clause 11.7 (and, without prejudice to the foregoing, the Purchaser shall not be liable to pay the Supplier any amounts in respect of loss of profit, loss of contract or loss of opportunity).

11.9 In the event of termination pursuant to this clause 11, the Purchaser shall be entitled to request delivery of, and enter the Supplier's premises or any place where the Products are situated in whole or in part and take possession of, the whole or any part of the Products for which payment has been made by the Purchaser and remove the same and title thereto (insofar as the same shall not already be vested in the Purchaser) shall forthwith vest in the Purchaser.

12. TITLE AND RISK

12.1 Title and ownership in the Products and/or goods, materials or equipment forming part of the Product shall pass from the Supplier to the Purchaser upon payment by the Purchaser for the

Products and then to the Beneficiary upon delivery of the Products to Beneficiary by the Supplier.

12.2 The risk in the Products shall remain with the Supplier until completion of delivery and unloading in accordance with the provisions of the Contract, whichever shall be later.

12.3 All Products and goods, materials or equipment forming part of the Products in which title has passed before delivery shall be:

12.3.1 clearly marked by the Supplier as the Purchaser's property properly packaged to withstand freight handling and periods of storage as necessary; and

12.3.2 insured in joint names with the Purchaser for their full replacement cost with a reputable insurer carrying on business in the United Kingdom and approved by the Purchaser.

13. INDEMNITIES AND INSURANCES

13.1 The Supplier shall be liable, to the extent they are insured in accordance with this Contract, for and shall indemnify the Purchaser and the Beneficiary from the date of delivery to the Beneficiary against all liabilities, costs, expenses, damages and losses (but not including any direct, indirect or consequential losses, loss of reputation but including all interest, legal and other reasonable professional fees, costs and expenses) accrued, suffered or incurred by the Purchaser arising out of or in connection with:

13.1.1 any nuisance or interference with the rights of any third party (including rights of way, light, air or water) that are an avoidable consequence of the Performance or supply of the Products; and

13.2 any loss, injury or damage to property (real or personal) arising out of or in connection with the Performance or supply of the Products and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Supplier or the Supplier's Persons. The Supplier shall be liable for and indemnify the Purchaser and the Beneficiary from the date of delivery to the Beneficiary against all liabilities, costs, expenses, damages and losses (but not including any direct, indirect or consequential losses, loss of reputation but including all interest, legal and other reasonable professional fees, costs and expenses) accrued, suffered or incurred by the Purchaser arising out of or in connection with personal injury to or the death of any person arising out of or in the course of or caused by the Performance or supply of the Products, except to the extent that the same is due to any act or neglect of the Purchaser or the Beneficiary.

13.3 The Supplier shall maintain insurance cover against such liabilities as are referred to below and shall provide to the Purchaser and /or the Beneficiary on reasonable request valid certificates of insurance in respect thereof or such other evidence of insurance as the Purchaser or the Beneficiary may reasonably require.

13.4 The Supplier shall have in force policies of insurance showing adequate cover with such insurers as the Purchaser may approve including:

13.4.1 insurance of the Products for their full replacement cost, such insurance to be maintained up until the point at which the Products have been delivered to the Authorised Representative of the Beneficiary at the Delivery Location

13.4.2 public liability insurance against all damage whether to persons or property belonging to the Purchaser or otherwise and whether occurring during the performance of the Supplier’s obligations under the Contract or otherwise with a minimum cover as required under the Contract for each and every occurrence unless the Particulars specify a higher level of cover, such insurance to be maintained, up until the point at which the Products have been delivered, to the Authorised Representative of the Beneficiary at the Delivery Location, and where the Products are being installed by the Supplier, such insurance

13.4.3 product liability insurance with a minimum cover as required under the Contract for each and every occurrence ;

15.3.4 The Supplier shall take out and maintain any other insurance which it is required to effect

by law or statute and such other insurance which would be effected by a prudent supplier producing similar goods to the Products.

14. EQUALITY AND DIVERSITY

14.1 The Supplier shall perform its obligations under the Contract in accordance with:

14.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

14.1.2 any other requirements and instructions which the Purchaser reasonably imposes in connection with any equality obligations imposed on the Purchaser at any time under applicable equality Law;

14.2 The Supplier shall take all necessary steps, and inform the Purchaser of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

15. BRIBERY ACT COMPLIANCE

15.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the date of the Contract:

15.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or

15.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

15.2 During Performance the Supplier shall not:

15.2.2 commit a Prohibited Act and

15.2.3 do or suffer anything to be done which would cause the Purchaser or any of the Purchaser’s employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

15.3 In Performance the Supplier shall:

15.3.1 establish, maintain and enforce, and requires that its subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,

15.3.2 keeps appropriate records of its compliance with the Contract and make such records available to the Purchaser on request; and

15.3.3 provide and maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Purchaser on request) to prevent it and any Supplier’s people or any person acting on the Supplier's behalf from committing a Prohibited Act.

15.4 The Supplier shall immediately notify the Purchaser in writing if it becomes aware of any breach of clause 17.1, or has reason to believe that it has or any of its people or subcontractors have

15.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act,

15.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or

15.4.3 received a request or demand for any undue financial or other advantage of any kind in

connection with the performance of the Contract or otherwise suspects that any person or party directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

15.5 If the Supplier makes a notification to the Purchaser pursuant to clause 15.4, the Supplier shall respond promptly to the Purchaser's enquiries, co-operates with any investigation, and allow the Purchaser to audit any books, records and/or any other relevant documentation in accordance with the Contract.

15.6 If the Supplier breaches Clause 15.4.3, the Purchaser may by notice require the Supplier to remove from Performances any person whose acts or omissions have caused the Supplier's breach.

16. MODERN SLAVERY ACT

16.1 The Supplier shall comply and shall ensure that each of its employees, suppliers, sub-contractors, servants and agents shall comply with the Modern Slavery Act 2015.

16.2 The Purchaser may terminate the Supplier's engagement under the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 168.

16.3 The Supplier shall permit the Purchaser and its third party representatives, on reasonable notice, but without notice in case of any reasonably suspected breach of the Supplier's breach of this clause 16, to have access to and take copies of the Supplier's records and any other information (or those of the Supplier's Persons) and to meet with the Supplier or Supplier's Persons to audit the Supplier's compliance with its obligations under this clause 16.

17. ADMITTANCE TO BENEFICIARY'S PREMISES

17.1 The Supplier shall submit to the Purchaser details of people who are to be employed by it and its sub-contractors and suppliers to deliver and unload at locations deemed as the Beneficiary's - premises.(hereafter Beneficiary's Premises) . The details shall include a list of names, and other information required by the Purchaser.

17.2 The Purchaser may instruct the Supplier to take measures to prevent unauthorised persons being admitted to the Beneficiary's Premises.

17.3 The employees of the Supplier and its sub-contractors and suppliers shall comply with all conduct requirements from the Beneficiary whilst they are at the Beneficiary's Premises, as identified in the Particulars.

17.4 The Supplier shall not take photographs, video recording or any other media, of the Beneficiary's Premises or of work carried out in connection with the Products unless it has obtained the acceptance of the Purchaser.

17.5 The Supplier shall take the measures needed to prevent its and its sub-contractors' and supplier's employees servants and agents taking, publishing or otherwise circulating such photographs, video recordings or any other media, including the publication of such photographs, video recordings or any other media on social media platforms. .

18. LEGISLATION AND OFFICAL SECRETS

18.1 The Supplier shall comply with Law in Performance under the Contract.

18.2 The Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to the Contract. The Supplier shall notify its employees and its sub-contractors and suppliers of their duties under these Acts.

19. CONFLICTS OF INTEREST

19.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any of its

personnel are placed in a position where (in the reasonable opinion of the Purchaser) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or its personnel and the duties owed to the Purchaser under the Contract.

19.2 The Supplier shall promptly notify and provide full particulars to the Purchaser if such conflict referred to in clause 21.1 arises or may reasonably been foreseen as arising.

19.3 The Purchaser may terminate Supplier's engagement under the Contract for Material Breach and/or to take such other steps the Purchaser deems necessary where, in the reasonable opinion of the Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Purchaser under the Contract.

20. PUBLICITY AND BRANDING

20.1 The Supplier shall not:

20.1.1 make any press announcements or publicise the Contract in any way; or

20.1.2 use the Purchaser's and or Beneficiary's name or brand in any promotion or marketing or announcement of the Contract

20.2. The Purchaser is entitled to publicise the Contract in accordance with any legal obligation upon the Purchaser, including any examination of the Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

21. FREEDOM OF INFORMATION

21.1 The Supplier acknowledges that unless the Purchaser has notified the Supplier that the Purchaser is exempt from the provisions of the FOIA, the Purchaser is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The Supplier shall cooperate with and assist the Purchaser so as to enable the Purchaser to comply with its information disclosure obligations.

21.2 The Supplier shall:

21.2.1 transfer to the Purchaser all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information,

21.2.2 provide the Purchaser with a copy of all information in its possession, or power in the form that the Purchaser requires within five Working Days (or such other period as the Purchaser may specify) of the Purchaser's request,

21.2.3 provide all necessary assistance as reasonably requested by the Purchaser to enable the Purchaser to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and

21.2.4 procure that its sub-contractors and suppliers do likewise.

21.3 The Purchaser may determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

21.4 The Supplier shall not respond directly to a Request for Information unless authorised to do so by the Purchaser.

21.5 The Supplier acknowledges that the Purchaser may, acting in accordance with Cabinet Office Freedom of Information Code of Practice, be obliged to disclose information without consulting or obtaining consent from the Supplier or despite the Supplier having expressed negative views when consulted.

21.6 The Supplier shall ensure that all information is retained for disclosure throughout the period for which the Supplier retains liability under the Contract and shall permit the Purchaser to inspect such records as and when reasonably requested from time to time.

22. CONFIDENTIALITY

22.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Contract, each Party shall

22.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly;

22.1.2 not disclose the other Party's Confidential Information to any other person without prior written consent;

22.1.3 immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information; and

22.1.4 notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

22.2 The clause above shall not apply to the extent that

22.2.1 such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;

22.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

22.2.3 such information was obtained from a third party without obligation of confidentiality;

22.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

22.2.5 it is independently developed without access to the other party's Confidential Information.

22.3 The Supplier may only disclose the Purchaser Confidential Information to the people who are directly involved in Performance and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality. The Supplier shall not, and shall procure that the Supplier’s people do not, use any of the Purchaser Confidential Information received otherwise than for the purposes of the Contract.

22.4 The Supplier may only disclose the Purchaser Confidential Information to Supplier’s people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Supplier’s people causes or contributes (or could cause or contribute) to the Supplier breaching its obligations as to confidentiality under or in connection with the Contract, the Supplier shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Supplier’s people, the Supplier shall provide such evidence to the Purchaser as the Purchaser may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Supplier is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Supplier’s people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Supplier’s people in connection with obligations as to confidentiality.

22.5 At the written request of the Purchaser, the Supplier shall procure that those members of the Supplier’s people identified in the Purchaser's request signs a confidentiality undertaking prior to commencing any work in accordance with the Contract.

22.6 Nothing in the Contract shall prevent the Purchaser from disclosing the Supplier's Confidential Information

22.6.1 to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Supplier's Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,

22.6.2 to a professional adviser, contractor, consultant, supplier or other person engaged by the Purchaser or any Crown Body (including any benchmarking organisation) for any purpose connected with the Contract, or any person conducting an Office of Government Commerce Gateway Review,

22.6.3 for the purpose of the examination and certification of the Purchaser's accounts,

22.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Purchaser has used its resources,

22.6.5 for the purpose of the exercise of its rights under the Contract or

22.6.6 to a proposed successor body of the Purchaser in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract,

and for the purposes of the foregoing, disclosure of the Supplier's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Purchaser under this clause 22.6.

22.7 The Purchaser shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the Supplier's Confidential Information is disclosed pursuant to the above clause is made aware of the Purchaser's obligations of confidentiality.

22.8 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of intellectual property rights.

22.9 The Purchaser may disclose the Supplier's Confidential Information

22.9.1 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,

22.9.2 to the extent that the Purchaser (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

23. TAX COMPLIANCE

23.1 The Supplier represents and warrants that at the date of the Contract, it has notified the Purchaser in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

23.2 If, at any point prior to the defects date, an Occasion of Tax Non-Compliance occurs, the Supplier shall

23.2.1 notify the Purchaser in writing of such fact within 5 days of its occurrence; and

23.2.2 promptly provide to the Purchaser details of the steps which the Supplier is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and such other information in relation to the Occasion of Tax Non-Compliance as the Purchaser may reasonably require.

24. FAIR PAYMENT

24.1 The Supplier shall include in the contract with each sub-contractor or supplier:

24.1.1 a period for payment of the amount due to the sub-contractor or supplier not greater than 5 days after the final date for payment in the Contract; and

24.1.2 a provision requiring the sub-contractor or supplier to include in each sub-sub-contract the same requirement (except that the period for payment is to be not greater than 9 days after the final date for payment in the Contract).

25. RECORDS, DATA AND OPEN BOOK ACCESS

25.1 The Supplier shall keep and maintain for the period for which the Supplier retains liability under the Contract full and accurate records and accounts of the operation of the Contract including the goods and services provided under it, any subcontracts and the amounts paid by the Purchaser.

25.2 The Supplier shall:

25.2.1 keep the records and accounts referred to in clause 27.1 in accordance with Law

25.2.2 afford any Auditor access to the records and accounts referred to in clause 27.1 at the Supplier's premises and/or provides records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any Auditor from time to time during Performance and the liability period under the Contract in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its sub-contractors and suppliers of any of the Supplier's obligations under the Contract including in order to:

25.2.2.1 verify the accuracy of any amounts payable by the Purchaser under the Contract (and proposed or actual variations to them in accordance with the Contract);

25.2.2.2 verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with Performance;

25.2.2.3 identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Purchaser has no obligation to inform the Supplier of the purpose or objective of its investigations;

25.2.2.4 obtain such information as is necessary to fulfil the Purchaser's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

25.2.2.5 enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Purchaser has used its resources;

25.2.3 subject to the Supplier's rights in respect of Supplier's Confidential Information, the Supplier shall provide the Auditor on demand with all reasonable co-operation and assistance in respect of:

25.2.3.1 all reasonable information requested by the Purchaser within the scope of the audit;

25.2.3.2 reasonable access to sites controlled by the Supplier and to any Supplier's equipment used in Performance;

25.2.3.3 access to the Supplier's personnel.

25.3 The Parties shall bear their own respective costs and expenses incurred in respect of compliance

with their obligations under this clause 27, unless the audit reveals a default by the Supplier in which case the Supplier shall reimburse the Purchaser for the Purchaser's reasonable costs incurred in relation to the audit.

25.4 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the Supplier and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Supplier is not a function exercisable under the Contract.

26. DATA PROTECTION

26.1 The Purchaser and the Supplier shall comply with all Data Protection Legislation

27. WAIVER

27.1 Any agreement by the Purchaser to waive any obligation or liability of the Supplier will only be effective if in writing, refers to the Contract and this clause and is signed by the Authorised Representative. Failure to exercise, or any delay in exercising any right or remedy by the Purchaser provided under the Contract or by law shall not constitute a waiver by the Purchaser of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy by the Purchaser.

27.2 Except as expressly set out in clause 27.1, no waiver, forbearance or release by the Purchaser or its employees, servants, suppliers or agents shall in any way derogate, limit or reduce the Supplier's duties and obligations in connection with the Contract.

28. FURTHER ASSURANCES

28.1 The Supplier agrees to execute and deliver such documents and instruments and take such further actions as the Purchaser may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of the Contract.

29. SEVERANCE

29.1 If any term or condition of the Contract is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable by law it shall be severed and deemed to be deleted from the Contract and the validity and enforceability of the remainder of the Contract shall not be affected or impaired in any way and shall remain in full force and effect. If any provision of the Contract is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or modified, the provision in question shall apply with such modification as may be necessary to make it valid.

30. NOTICES

30.1 Any notice to be given under or in connection with the Contract shall be sent to the relevant party's contact details as referred to in the Particulars or such other contact details as may be notified in writing by either party from time to time. Subject to clause 32.2, a notice is deemed to be received:

30.1.1 if delivered personally, on delivery, provided delivery is between 9.00am and 5.00pm on a Working Day (otherwise, delivery will occur at 9.00am on the next Working Day); and

30.1.2 if sent by Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery, at the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm); and

30.1.3 if sent by email, at 9.00am on the first Working Day after sending.

30.2 In the case of a notice given pursuant to this clause 32 where this occurs:

30.2.1 after five (5) p.m. on a Working Day; and/or

30.2.2 on a day which is not a Working Day

then the date of service shall be deemed to be the next Working Day

31. LIMITATION PERIOD

31.1 Notwithstanding the manner in which the Contract has been entered into, the statutory contractual limitation period in respect of the Supplier's obligations and liabilities under the Contract shall extend to the expiration of six (6) years after the date of completion of Performance and delivery of all Products to the Purchaser under the Contract. For the avoidance of doubt, the provisions of the Limitation Act 1980 (and any subsequent amendment or re-enactment) relating to claims in contract are excluded and do not apply to claims, actions or proceedings by the Purchaser against the Supplier.

32. DISPUTE RESOLUTION

32.1 If any dispute arises out of or in connection with the Contract it may be referred by either party to the Senior Representatives who will attempt to resolve it.

32.2 Either of the parties may elect (but will not be obliged) to refer a dispute which arises out of or in connection with the Contract to mediation.

33. GOVERNING LAW AND JURISDICTION

33.1 The Contract shall be governed and construed in accordance with the law of England & Wales unless otherwise stated in the Particulars.

33.2 If stated in the Particulars, differences or disputes of whatever nature arising under the Contract shall be referred to and finally resolved by arbitration.

33.3 Unless otherwise stated in the Particulars the English and Welsh courts shall have exclusive jurisdiction (except for the purposes of enforcement of an English or Welsh court judgment or order in another jurisdiction) with regard to all matters arising from it.