

## **PURCHASE ORDER CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES**

### **1 Definitions – See Schedule 1**

### **2 Understanding these Conditions**

In these Conditions, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in these Conditions are for information only and do not affect the interpretation of these Conditions
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or bylaw made under that law; and
- 2.7 the word 'including' and similar words shall be understood as if they were immediately followed by the words "without limitation".

### **3 How these Conditions work**

- 3.1 The Order is an offer by the Buyer to purchase the Deliverables and is subject to the provisions of these Conditions.
- 3.2 The Order shall be deemed to be accepted on the Commencement Date.
- 3.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 3.4 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **4 What needs to be Delivered**

#### **4.1 All Deliverables**

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) using Good Industry Practice; (iii) on the dates agreed; and (vi) that comply with all relevant laws.
- (b) The Supplier must provide Deliverables with a warranty of at least 24 months.
- (c) Following Delivery of the Deliverables, the Supplier shall invoice the Buyer as specified in clause 5 of this Contract. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Deliverable supplied in the invoice period.
- (d) The Buyer shall have the right to: inspect the Deliverable at the Supplier's premises (where possible) and the works of the Supplier's sub-contractors at all reasonable times; and to reject any Deliverable that does not comply with this Contract. Any inspection, approval or acceptance given on behalf of the Buyer shall not relieve the Supplier from its obligations under this Contract.

#### **4.2 Goods clauses**

- (a) All manufacturer warranties covering the Goods must be assignable to the Buyer and on request be assigned to the Buyer and for free.
- (b) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (c) Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within five Working Days of Delivery.
- (d) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership to the Buyer.
- (e) The Supplier must Deliver the Goods safely and undamaged on the date and to the specified location during the Buyer's working hours.
- (f) All Deliveries must have a Delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions that the Buyer needs to make use of the Goods.
- (g) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and the Supplier shall be liable to the Buyer for all the costs arising as a result of any such request.
- (h) The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (i) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (j) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall be liable for all losses, charges costs or expenses which arise.
- (k) The Supplier shall ensure that the Goods shall correspond with their description and any applicable Goods Specification, Buyer's Order or Purchase Order and be of the best quality and fit for purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement.

### **4.3 Services clauses**

- (a) Late Delivery of the Services will be a breach of this Contract.
- (b) The Supplier must co-operate with the Buyer and third party Suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with the Buyer's reasonable instructions including any safety or security requirements.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services when necessary.
- (d) The Supplier must at its own risk and expense provide all equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier remains the property of the Buyer.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to Deliver the Services under this Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition making good any damage that it has caused, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to Deliver the Services, are performed with the best care, skill and diligence, are of good quality and free from defects and that Services are Delivered in accordance with Good Industry Practice.
- (i) The Buyer is entitled to withhold payment for Services that are not Delivered but doing so does not stop it from using its other rights under this Contract.

### **5 Pricing and payments**

- 5.1 In exchange for providing the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 day from when the Charges are due.
- 5.2 All Charges:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
  - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order.
- 5.4 A Supplier invoice is only valid if it:
  - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
  - (b) includes a detailed breakdown of Deliverables which have been Delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed sums in accordance with clause 10.4. Any disputed amounts shall be resolved through the resolving disputes procedure detailed in clause 32.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 5.8 The Supplier shall, at the request of the Buyer, send copies of each sub-contract, to the Buyer as soon as is reasonably practicable and where the Supplier does not disclose sub-contracts the Supplier confirms that all sub-contracts will contain terms similar to those herein.
- 5.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Buyer to inspect such records at all reasonable times on request.

### **6 The Buyer's obligations to the Supplier**

- 6.1 If Supplier fails to comply with this Contract as a result of a Buyer Cause:
  - (a) the Buyer cannot terminate this Contract under clause 10;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
  - (c) the Supplier is entitled to additional time needed to Deliver the Deliverables;
  - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
  - (a) gives notice to the Buyer within 10 Working Days of becoming aware;
  - (b) demonstrates that the failure only happened because of the Buyer Cause; and
  - (c) mitigated the impact of the Buyer Cause.
- 6.3 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of this Contract:
  - (a) then the Buyer may require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of this Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
  - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, the Buyer may terminate this Contract immediately for material breach (or on such date as the Buyer notifies).

### **7 Supplier Staff**

- 7.1 The Supplier Staff involved in the performance of this Contract must:
  - (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and
  - (c) comply with all conduct requirements when on the Buyer's premises.
- 7.2 The Supplier must provide a list of Supplier Staff needing to access the Buyer's

	premises to perform this Contract and say why access is required.				the Supplier for a refund. For the avoidance of doubt the Buyer shall not be liable for any loss of anticipated profits or any consequential loss.
7.3	The Supplier will be liable to the Buyer for all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.	10.2	<b>When the Buyer can end this Contract</b>	(a)	If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a termination notice in writing to the Supplier:
7.4	Nothing in this Contract will render any Supplier's Staff, an employee, agent or partner of the Buyer by virtue of the provision of the Deliverables by the Supplier under this Contract and the Supplier shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Supplier's Staff. The Supplier shall not assign a specific member of Supplier Staff to provide the Deliverables or any other services under this Contract on a full time basis. Supplier Staff should be spread across a number of Supplier customers so as to avoid any Supplier Staff being able to transfer under the transfer of undertakings (protection of employment) regulations 2006 (SI 2006/246) (the "transfer regulations"). No single Supplier Staff should spend in excess of 20% of their time providing the Deliverables and/or Services under this Contract. In the event that any Supplier Staff makes a claim against the Buyer claiming that they have transferred under the transfer regulations (a "Transfer Claim"), the Supplier will reimburse the Buyer for any Transfer Claim.			(i)	a Supplier fails to provide the Services as set out in any Goods Specification, Buyer's Order or Purchase Order and or in accordance with clause 4.2;
				(ii)	a Supplier Insolvency Event;
				(iii)	a Supplier commits a breach of any obligation which is not capable of remedy;
				(iv)	if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
				(v)	there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier;
7.5	During the term and without prejudice to any of the Buyer's other rights, powers or remedies, the Buyer may (without liability to the Supplier) deny any Supplier Staff access to any of the Buyer's sites and/or require any Supplier Staff to be immediately removed from providing the Deliverables, if such Supplier Staff in the Buyer's reasonable view is unsuitable to provide the services, has not been properly trained as required for this Contract, or is otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Buyer shall notify the Supplier of such denial and/or requirement in writing (save in the event of an emergency) and the Supplier shall redeploy that person to work un-associated with the Deliverables and provide a suitable replacement (with the Buyer's consent).			(vi)	if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
				(vii)	the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
		10.3	<b>What happens if this Contract ends</b>		Where the Buyer terminates this Contract under clause 10.2 (a) the following apply:
<b>8 Rights and protection</b>				(a)	the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of this Contract;
8.1	The Supplier warrants and represents that:			(b)	accumulated rights of the Parties are not affected;
(a)	it has full capacity and authority to enter into and to perform this Contract there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform this Contract;			(c)	the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
(b)	it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;			(d)	the Supplier must promptly return and Deliver any of the Buyer's property provided under this Contract;
(c)	it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract; and			(e)	The Supplier must at its own cost arrange for the return of any Goods that the Buyer rejects because they don't conform with clause 4.2.
(d)	it is not impacted by an Insolvency Event.			(f)	any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
8.2	The Supplier is fully liable to the Buyer for each of the following:			(g)	the Supplier shall repay the Buyer any amount which has been paid in advance in respect of the Services not provided by the Supplier as at the date of termination.
(a)	willful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts this Contract;	10.4	<b>When the Supplier can end this Contract</b>		
(b)	non-payment by the Supplier of any tax or National Insurance.			(a)	The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the higher, within 30 days of the date of the reminder notice.
8.3	If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.			(b)	If a Supplier terminates this Contract under clause 10.4(a):
8.4	All third party warranties and indemnities covering the Deliverables must be assigned (or assignable) for the Buyer's benefit by the Supplier.			(i)	the Buyer must promptly pay all outstanding charges incurred to the Supplier;
				(ii)	the Buyer must pay the Supplier reasonable direct committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence; the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated;
<b>9 Intellectual Property Rights (IPR)</b>				(iii)	clauses 10.3(c) and 10.3 (e) apply.
9.1	Each Party keeps ownership of its own Existing IPR. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:	11	<b>How much you can be held responsible for</b>		
(a)	receive and use the Deliverables; and	11.1			Each Party's total aggregate liability under or in connection with this Contract (whether in tort, contract or otherwise) is no more than 100% of the Charges paid or payable to the Supplier.
(b)	use the New IPR.	11.2			No Party is liable to the other for:
9.2	Any New IPR created under this Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any of its Existing IPR for the purpose of fulfilling its obligations under this Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPR.			(a)	any indirect losses;
9.3	Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.			(b)	loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
9.4	Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 9 or otherwise agreed in writing.	11.3			In spite of clause 11.1, neither party limits or excludes any of the following:
9.5	If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "IPR claim"), then the Supplier is liable to the Buyer for all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR claim.			(a)	its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
9.6	If an IPR claim is made or anticipated the Supplier must at its own expense and at the Buyer's sole option, either:			(b)	its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
(a)	obtain for the Buyer the rights in clauses 9.1 and 9.2 without infringing any third party intellectual property rights; or			(c)	any liability that cannot be excluded or limited by law.
(b)	replace or modify the relevant item with substitutes that do not infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.	11.4			In spite of clause 11.1, the Supplier does not limit or exclude its liability under clauses 4.2(j), 7.3, 8.2, 9.5, 12.2, or 29.2(b).
		11.5			Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with this Contract.
<b>10 Ending this Contract</b>		11.6	<b>Insurance</b>		
10.1	<b>Ending this Contract without a reason in full or in part</b>			(a)	The Supplier shall at its own cost, effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following types of cover throughout the Contract and for a period of one year afterwards:
(a)	The Buyer has the right to terminate this Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if this Contract is terminated clause 10.3(b) to 10.3(e) applies.			(i)	public liability insurance; and
(b)	Without prejudice to the generality of the foregoing, the Buyer shall pay such Charges or that part of the Charges for the Deliverables which have been Delivered to the Buyer or, on the deemed date of service of the notice of cancellation, are already in transit. The Buyer shall also pay the costs of materials which the Supplier has purchased to fulfil the Order for the Deliverable and which cannot be used for other orders or be returned to			(ii)	employer's liability insurance.
				(b)	In addition to the Supplier shall at its own cost, effect, and maintain with a reputable insurance company such other policies as are required for the Deliverable(s).
		12	<b>Obedying the law</b>		
		12.1			The Supplier must, in connection with provision of the Deliverables, use reasonable

	endeavours to:		confidentiality or must enter into a confidentiality agreement with the disclosing Party;
(a)	comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at: ( <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf</a> ) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;	(h)	on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that a Party transfers all or any part of its business to;
(b)	support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;	(i)	if a Party (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
(c)	not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;	(j)	where requested by Parliament;
(d)	meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <a href="https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs">https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs</a>	(k)	under Clause 15 below.
12.2	The Supplier shall be liable to the Buyer for any costs resulting from any default by the Supplier relating to any applicable law to do with this Contract.	14.3	Information which is exempt from disclosure by clause 15 is not Confidential Information.
<b>13 Data protection</b>		14.4	The Supplier must not make any press announcement or publicise this Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that the Supplier's Staff do not either.
13.1	Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.	<b>15 When you can share information</b>	
13.2	The Parties each acknowledge and agree that they may need to process Personal Data relating to each Party's representatives (in their respective capacities as Controllers) in order to perform this Contract.	15.1	The Supplier must tell the Buyer within 48 hours if it receives a Request for Information.
13.3	Each Party shall process such Personal Data relating to each Party's representatives for the purposes set out in clause 13.2 in accordance with	15.2	Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
(a)	their respective privacy policies and	(a)	comply with any Freedom of Information Act (FOIA) request;
(b)	Data Protection Legislation.	(b)	comply with any Environmental Information Regulations (EIR) request.
	The Parties acknowledge that they may be required to share Personal Data with their affiliates, Group Companies and other relevant parties, within the United Kingdom, in order to carry out the activities listed in clause 13.2, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.	15.3	The Buyer may talk to the Supplier to help it decide whether to publish information pursuant to the FOIA.
13.4	Where and to the extent that a Party (the first Party) processes Personal Data for and on behalf of the other Party (the second Party) as part of the Deliverable, the second Party shall be deemed the Processor and the first Party shall be deemed the Controller.	<b>16 Invalid parts of this Contract</b>	
13.5	The second Party shall comply with the obligations imposed upon a Processor under the Data Protection Legislation and shall co-operate with the first Party and take all such action as are necessary to enable the first Party to comply with its obligations under the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Buyer to breach any of its obligations under the Data Protection Legislation, expressly and without limitation:		If any part of this Contract is prohibited by law, it must be read as if it was removed from the Contract as far as possible without affecting the rest of this Contract, whether it's valid or enforceable.
(a)	the Parties shall agree and document the nature of the processing in accordance with Article 28(3), and otherwise the Processor shall comply with the obligations set out in Article 28(2), (3), and (4) of the GDPR, any other duties as set out in the Data Protection Act 2018;	<b>17 No other terms apply</b>	
(b)	no Personal Data shall be transferred outside the EEA without the express approval of the first Party and such approval is subject to such further conditions or requirements of the first Party;		The provisions incorporated into this Contract are the entire agreement between the Parties.
(c)	notification of any security breach, or breach of the Data Protection Legislation by the Processor shall be made promptly and no later than twenty-four hours after the Processor became aware of such incident.	<b>18 Other people's rights in a contract</b>	
13.6	The second Party shall be liable and shall continue to be liable to the first Party and each of its Group Companies from and against all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by the second Party and each of its Group Companies arising out of or in connection with claims and proceedings arising from any breach of the first Party's obligations under this clause 13.		No third parties may use this Contract's (Rights of Third Parties) Act (CRTPA) to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract.
13.7	For the avoidance of doubt the scope of Personal Data will be as follows:	<b>19 Circumstances beyond your control</b>	
(a)	<b>Personal Data:</b> employee names, email addresses and telephone numbers of the Parties to this Agreement.	19.1	Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if the Party affected:
(b)	<b>Permitted Purpose:</b> the performance of this Agreement.	(a)	provides written notice to the other Party;
(c)	<b>Permitted Recipients:</b> personnel of the Parties to this Agreement engaged in the performance of the Agreement.	(b)	uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
<b>14 What you must keep confidential</b>		19.2	Either Party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
14.1	Each Party must:	19.3	Where a Party terminates under clause 19.2:
(a)	keep all Confidential Information it receives confidential and secure;	(a)	each Party must cover its own losses;
(b)	not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under this Contract;	(b)	clause 10.3(b) to 10.3(e) applies.
(c)	immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.	<b>20 Relationships created by this Contract</b>	
14.2	In spite of clause 14.1, a Party may disclose confidential information which it receives from the disclosing party in any of the following instances:		This Contract does not create a partnership, joint venture or employment relationship.
(a)	where disclosure is required by applicable law;	<b>21 Giving up contract rights</b>	
(b)	if the recipient Party already had the information without obligation of confidentiality;		A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.
(c)	if the information was given to it by a third party without obligation of confidentiality;	<b>22 Transferring responsibilities</b>	
(d)	if the information was in the public domain;	22.1	The Supplier cannot assign this Contract without the Buyer's written consent.
(e)	if the information was independently developed without access to the disclosing Party's Confidential Information;	22.2	If the Buyer asks the Supplier for details about subcontractors, the Supplier must provide details of subcontractors at all levels of the supply chain including:
(g)	on a confidential basis, to its professional advisers and employees on a need-to-know basis. Employees must be under a general duty of	(a)	their name;
		(b)	the scope of their appointment;
		(c)	the duration of their appointment;
		(d)	a copy of the sub-contract or confirmation that the sub-contract contains terms similar to those herein.
		<b>23 Changing this Contract</b>	
		23.1	Either party can request a variation to this Contract which is only effective if agreed in writing and signed by both parties. The Buyer is not required to accept a variation request made by the Supplier.
		<b>24 How to communicate about this Contract</b>	
		24.1	All notices under this Contract must be in writing and are considered effective on the Working Day of Delivery as long as they are Delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. Email can be sent but will not be treated as effective notice.
		24.2	Notices to the Buyer or Supplier must be sent to their registered office.
		24.3	This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.
		<b>25 Preventing Fraud, Bribery and Corruption</b>	
		25.1	A Party shall not:
		(a)	commit any criminal offence referred to in the Regulations 57(1) and 57(2);
		(b)	offer, give, or agree to give anything, to any person (whether working for or engaged by the other Party or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any other public function.
		25.2	Each Party shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 25.1 and any fraud by either Party or the their Staff (including a Party's shareholders, members and directors) in connection with this Contract and shall notify the other Party immediately if it has reason to suspect that any such matters have occurred or is

- occurring or is likely to occur.
- 25.3 If a Party or the staff engage in conduct prohibited by clause 25.1 or commits fraud in relation to this Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- terminate this Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of this Contract; or
  - recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.
- 26 Equality, Diversity and Human Rights**
- 26.1 The Supplier must follow all applicable equality law when they perform their obligations under this Contract, including:
- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
  - any other requirements and instructions which the Buyer reasonably imposes related to equality law.
- 26.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.
- 27 Health and Safety**
- 27.1 The Supplier must perform its obligations meeting the requirements of:
- all applicable law regarding health and safety;
  - the Buyer's current health and safety policy while at the Buyer's premises.
- 27.2 The Supplier must as soon as possible notify the Buyer of any health and safety incidents or hazards they're aware of at the Supplier's premises that relate to the performance of this Contract.
- 28 Environment**
- 28.1 When working on site the Supplier must perform its obligations under the Buyer's current environmental policy, which the Buyer must provide.
- 28.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's environmental policy.
- 29 TAX**
- 29.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines.
- 29.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received, the Supplier:
- must comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
  - is liable the Buyer for any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after this Contract term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 29.3 If any of the Supplier Staff are workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the worker contains the following requirements:
- the Buyer may, at any time during the term of this Contract, request that the Worker provides information which demonstrates they comply with clause 29.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
  - the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
  - the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers insufficient to demonstrate how it complies with clause 29.2 or confirms that the Worker is not complying with those requirements;
  - the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.
- 30 Conflict of interest**
- 30.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer.
- 30.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 30.3 The Buyer can terminate this Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.
- 31 Reporting a breach of this Contract**
- 31.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of: (a) law; (b) clause 13.1; or clauses 25 to 30.
- 31.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 31.1.
- 32 Resolving Disputes**
- 32.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 32.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) model mediation procedure current at the time of the dispute. If the Parties cannot agree

on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 32.3 to 32.5.

- 32.3 Unless the Buyer refers the dispute to arbitration using clause 32.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- determine the dispute;
  - grant interim remedies;
  - grant any other provisional or protective relief.
- 32.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 32.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 32.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 32.4.
- 32.6 The Supplier cannot suspend the performance of this Contract during any dispute.
- 33 Which law Applies**
- This Contract and any issues arising out of, or connected to it, are governed by English law.

#### Schedule 1 Definitions used in these Conditions

In these Conditions, unless the context otherwise requires, the following words shall have the following meanings:

- "Buyer Cause"** any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier;
- "Buyer"** means the person identified in the Order;
- "Central Government Body"** means a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- Government Department;
  - Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
  - Non-Ministerial Department; or
  - Executive Agency;
- "Charges"** means the charges for the Deliverables as specified in the Order;
- "Commencement Date"** means the date the Order is accepted being the earlier of the date the Supplier issues written acceptance of the Order or the date the Supplier carries out any act consistent with fulfilling the Order.
- "Confidential Information"** means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which:
- is known by the receiving Party to be confidential;
  - is marked as or stated to be confidential; or
  - ought reasonably to be considered by the receiving Party to be confidential;
  - either party's IPR which is deemed to include either Party's data
- "Contract"** means this Contract between:
- the Buyer; and
  - the Supplier,
- for the supply of Good and/or Services in accordance with these Conditions and the Order;
- "Controller"** has the meaning given to it in the GDPR;
- "Data Loss Event"** any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
- "Data Protection Legislation"** means:
- the GDPR, the LED and any applicable national implementing laws as amended from time to time;
  - the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy; and
  - all applicable law about the processing of Personal Data and privacy;
- "Data Subject"** has the meaning given to it in the GDPR;
- "Date of Delivery"** means that date by which the Deliverables must be Delivered to the Buyer, as specified in the Order;
- "Delivery"** means to complete or hand over the Deliverables to the Buyer at the address and on the date specified in the Order, which shall include unloading and any other specific arrangements agreed. Delivered and Delivery shall be construed accordingly;
- "Deliverable"** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data specifications and reports (including drafts).

<b>"Existing IPR"</b>	means any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of this Contract (whether prior to the date of this Contract or otherwise);	<b>"Staff Vetting Procedures"</b>	as specified in the Order or as otherwise specified by the Buyer in writing. means vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
<b>"Expiry Date"</b>	means the date for expiry of this Contract as set out in the Order;	<b>"Staff"</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under this Contract;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;	<b>"Supplier Staff"</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under this Contract;
<b>"Force Majeure Event"</b>	means any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under this Contract but excluding: any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (i) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (ii) any failure of delay caused by a lack of funds;	<b>"Supplier"</b>	means the person named as Supplier in the Order Form;
<b>"GDPR"</b>	means the General Data Protection Regulation (Regulation (EU) 2016/679);	<b>"Term"</b>	means the period set out in the Order as such term may be extended in accordance with this Contract;
<b>"Good Industry Practice"</b>	means standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;	<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Goods"</b>	means the goods to be supplied by the Supplier to the Buyer under this Contract;	<b>"Worker(s)"</b>	means any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurementpolicy/note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurementpolicy/note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>"Goods Specification"</b>	means any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.	<b>"Working Day"</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
<b>"Government Data"</b>	means: (i) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (ii) any Personal Data for which the Buyer is the Controller;	<b>"Central Government Body"</b>	means a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: e) Government Department; f) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); g) Non-Ministerial Department; or h) Executive Agency;
<b>"Group Company/ Companies"</b>	means, in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;		
<b>"Information Commissioner"</b>	means the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;		
<b>"Insolvency Event"</b>	in respect of a person: (i) if that person is insolvent; (ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); (iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; (iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;		
<b>"Key Personnel"</b>	means any persons specified as such in the Order or otherwise notified as such by the Buyer to the Supplier in writing;		
<b>"LED"</b>	means law Enforcement Directive (Directive (EU) 2016/680);		
<b>"New IPR"</b>	means all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to this Contract but shall not include the Supplier's Existing IPR;		
<b>"Order "</b>	means the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order or in the Buyer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.		
<b>"Party"</b>	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;		
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;		
<b>"Personal Data Processor"</b>	has the meaning given to it in the GDPR;		
<b>"Purchase Order Number"</b>	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of this Contract;		
<b>"Request for Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);		
<b>"Services"</b>	means the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification.		
<b>"Specification"</b>	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality)		