

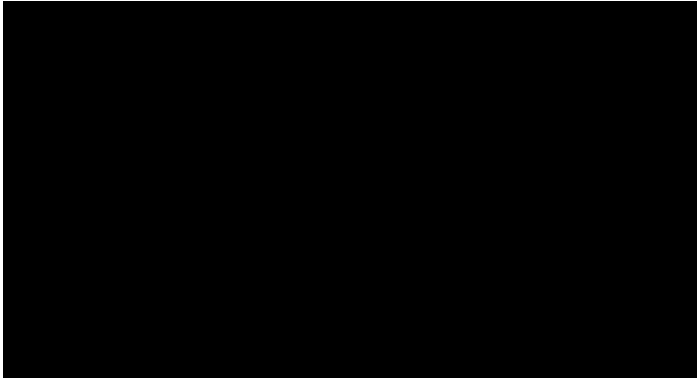
Order Form

1. Contract Reference	Shanghai Warehouse Contract 2020
2. Date	20 th January 2022
3. Buyer	Department of Health and Social Care 39 Victoria Street London SW1H 0EU
4. Supplier	Uniserve Limited Upminster Court 133 Hall Lane Upminster Essex RM14 1AL Registration number: 01826635
5. The Contract	<p>The Supplier shall supply the services described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annex(es).</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>
6. Services	<p>The Warehouse Services, as defined in the Contract. The Warehouse Services shall comprise bonded warehouse services.</p> <p>Warehouse Services are to be performed at the Warehouse Premises, being:</p> <p>[REDACTED]</p> <p><u>Dates of delivery/ collection of the Products</u> Delivery of the Products into the Warehouse Premises shall take place on a call off basis at such times and dates as the Buyer may reasonably request.</p>
7. Specification	The specification of the Warehouse Services is as set out Annex 1.
8. Term	The Term shall commence on 31 October 2020,

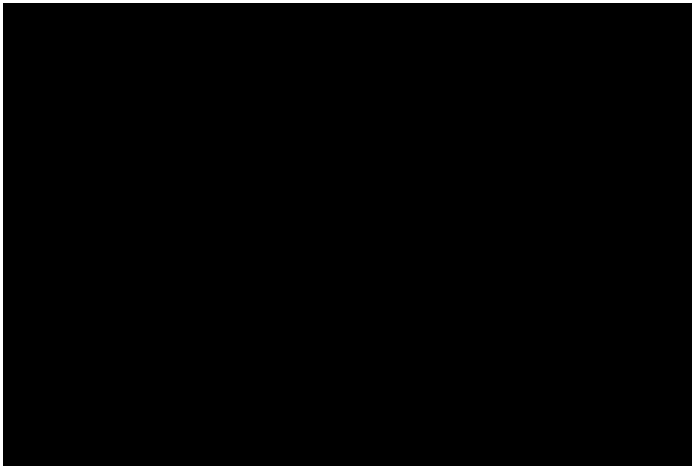
	and the Expiry Date shall be 30 September 2022, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.	
9. Charges	The Charges for the Warehouse Services shall be calculated in accordance with the rate card set out in Annex 2. The Supplier shall provide a report at the end of each week during the Term identifying the Warehouse Services provided during that week and the associated Charges to be invoiced to the Buyer.	
10. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>Department of Health and Social Care 39 Victoria Street London SW1H 0EU.</p> <p>Or email: [REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to [REDACTED]</p>	
11. Buyer Authorised Representative(s)	<p>For general liaison your contact will be</p> <p>[REDACTED] Department of Health and Social Care 39 Victoria Street London SW1H 0EU [REDACTED]</p>	
12. Address for notices	<p>Buyer:</p> <p>Department of Health and Social Care, 39 Victoria Street, London, SW1H 0EU</p>	<p>Supplier:</p> <p>[REDACTED], Uniserve, Upminster Court, 133 Hall Lane, Upminster, Essex, RM14 1AL.</p> <p>Attention: [REDACTED] [REDACTED].</p>

	<p>Attention: [REDACTED] Email: [REDACTED]</p> <p>Email: [REDACTED]</p>		
13. Key Personnel	<table border="0"> <tr> <td style="vertical-align: top;"> <p>Buyer:</p> <p>[REDACTED] Department of Health and Social Care 39 Victoria Street London SW1H 0EU Email: [REDACTED]</p> <p>and</p> <p>[REDACTED] Department of Health and Social Care 39 Victoria Street London SW1H 0EU [REDACTED]</p> </td><td style="vertical-align: top;"> <p>Supplier:</p> <p>[REDACTED], Uniserve, Upminster Court, 133 Hall Lane, Upminster, Essex, RM14 1AL.</p> <p>Attention: [REDACTED] [REDACTED] [REDACTED]</p> </td></tr> </table>	<p>Buyer:</p> <p>[REDACTED] Department of Health and Social Care 39 Victoria Street London SW1H 0EU Email: [REDACTED]</p> <p>and</p> <p>[REDACTED] Department of Health and Social Care 39 Victoria Street London SW1H 0EU [REDACTED]</p>	<p>Supplier:</p> <p>[REDACTED], Uniserve, Upminster Court, 133 Hall Lane, Upminster, Essex, RM14 1AL.</p> <p>Attention: [REDACTED] [REDACTED] [REDACTED]</p>
<p>Buyer:</p> <p>[REDACTED] Department of Health and Social Care 39 Victoria Street London SW1H 0EU Email: [REDACTED]</p> <p>and</p> <p>[REDACTED] Department of Health and Social Care 39 Victoria Street London SW1H 0EU [REDACTED]</p>	<p>Supplier:</p> <p>[REDACTED], Uniserve, Upminster Court, 133 Hall Lane, Upminster, Essex, RM14 1AL.</p> <p>Attention: [REDACTED] [REDACTED] [REDACTED]</p>		
14. Procedures and Policies	<p>For the purposes of the Contract any Staff Vetting Procedures/data security requirements/equality and diversity policy/ and environmental policy, as provided by the Buyer from time to time.</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Warehouse Services has undertaken a Disclosure and Barring Service check (or equivalent check recognised in the jurisdiction in which the Supplier Staff are located).</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Warehouse Services.</p>		

Signed for and on behalf of the Supplier



Signed for and on behalf of the Buyer



Annex 1 – Specification

1 STANDARD SERVICES

- 1.1 From 31 October 2020 the Supplier will provide Warehouse Services in China for [REDACTED] square metres (**Dedicated Palletised Storage**), subject to any reduction in the Dedicated Palletised Storage as further described in paragraph 1.3 below. The Warehouse Premises will be a bonded customs warehouse.
- 1.2 The Supplier will receive and store the Products and keep them in a secure and safe manner at all times in accordance with Good Industry Practice. All stock held will be managed to ensure that any inaccuracies are dealt with and resolved by the Supplier. Normal operating hours are 9am to 5pm Monday to Friday (excluding bank and public holidays) – all local times.
- 1.3 The Parties agree that there will be a continual review of the Buyer's storage requirement. If less than the Dedicated Palletised Storage is required by the Buyer the Supplier shall in a manner agreed between the parties reduce the Dedicated Palletised Storage, either by consolidating the number of Warehouse Premises or otherwise, and the Supplier will reduce the Charges accordingly, provided that any reasonable and properly incurred costs associated with consolidating the number of Warehouse Premises and movement of the Products out the Warehouse Premises will be payable by the Buyer.

The following services shall be provided:

1.4 Products Inwards

- Supplier liaison and booking process.
- Supplier collection and transfer to Warehouse Premises.
- Undertaking customs formalities on behalf of the Buyer as exporter;
- Customs clearance processes into bond.
- Physical receipt of Products, unloading and putting to store on receipt – at CBR (shipment booking) level.

1.5 Products Outwards

- Liaison with the Buyer to manage the call off process
- Receipt of pick instruction from Buyer;
- Picking of pallets from storage;
- Loose loading of export container against instructions;
- Outbound customs formalities from the Warehouse Premises to be provided by the Supplier and the charges for the same will be as set out in the charges schedule in Annex 2 and invoiced to the Buyer in accordance with the Contract;

1.6 Storage and other Associated Services

- Dedicated Palletised Storage in Warehouse Premises of [REDACTED] square metres;
- Monthly invoicing to Buyer of the storage charges for the above mentioned Dedicated Palletised Storage, subject to any reduction in accordance with paragraph 1.3 above.

1.7 Non Standard Services

- Non-standard services will be deemed non-standard if services are required out of the normal operational hours of the Supplier (as detailed in paragraph 1 above). Non-standard charges shall be reasonable and shall be quoted for on a case-by-case basis, as set out in the charges schedule in Annex 2;
- Any services required which are not included in standard services will require mutual written agreement between both parties;
- If the Supplier has any operational difficulties or makes an error which detracts from the contents of this Contract then the Buyer can stipulate that the Supplier reverts to non-standard services, without additional charge, in order to correct and bring the operation back to a steady state at the sole expense of the Supplier.

2 CUSTOMER SERVICE, COMMUNICATIONS & STANDARDS

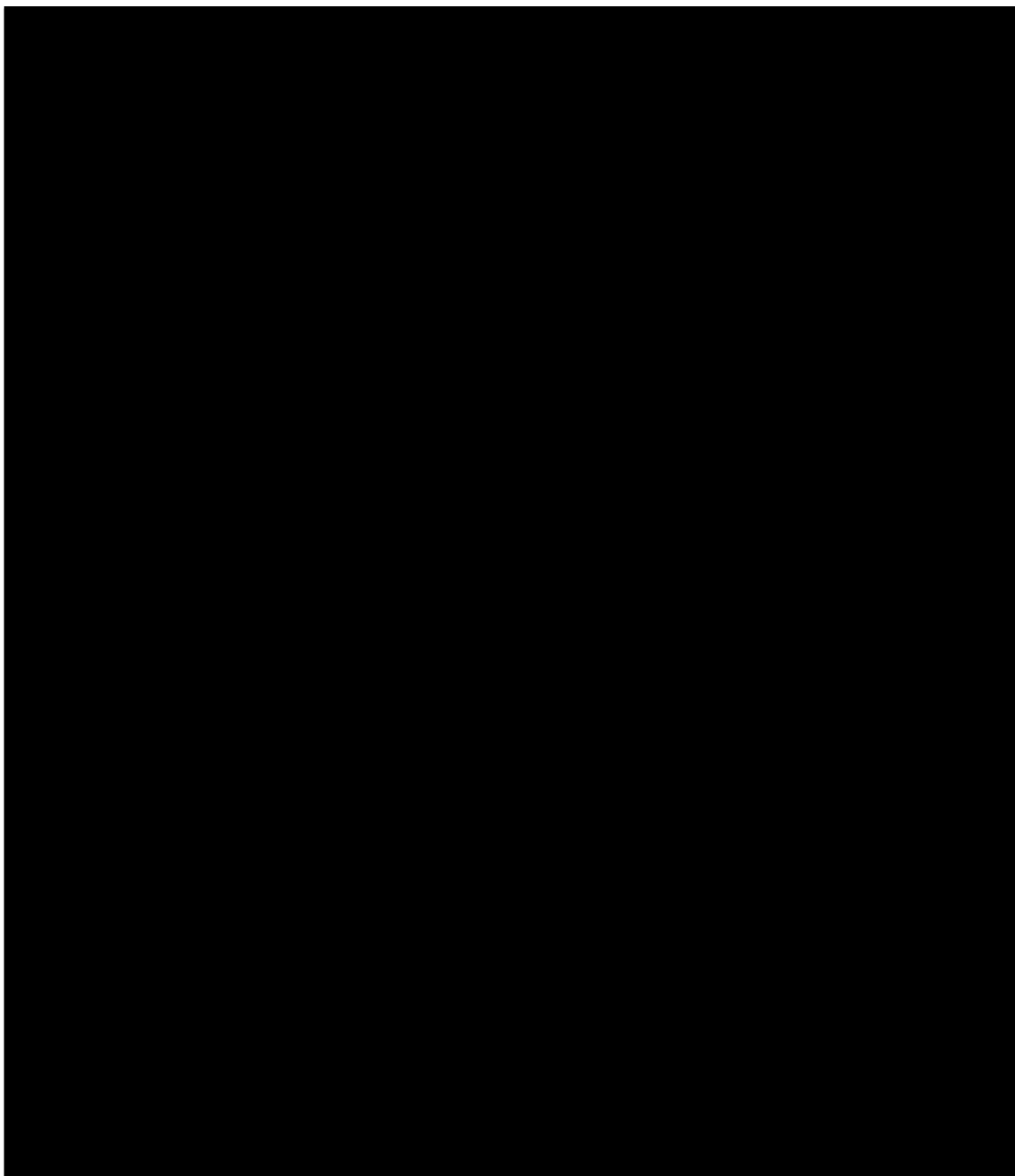
The Supplier will provide a customer service contact to handle customer service issues. Appropriate backup will also be available to Buyer.

Annex 2 – Charges

The Charges set out below are valid until 30 September 2022.

The Parties agree that, in the event that it is required, the Parties' work in good faith to agree Charges for any period of extension beyond the Expiry Date in writing at least 45 days before the Expiry Date. In the event the Parties are not able to agree revised Charges before the Contract End Date, and the storage of the Products at the Warehouse Premises continues beyond the Expiry Date, such storage will remain subject to the terms of this Contract and the Charges set out in Annex 2 will continue to apply (subject to any reduction applied in accordance with paragraph 1.3 of the Specification above at the Expiry Date) and subject to the following adjustments to reflect:

- (i) the aggregate change in the China Consumer Price Index during the previous twelve months; and
- (ii) any increase in the cost to the Supplier of providing the Services which results directly from (a) any change in the manner or rate of taxation, any laws, regulations and rules applicable to the Services or any obligation or activity which is the subject matter of this Agreement or (b) any increase in external costs incurred by the Supplier in the provision of the Services which are beyond the control of the Supplier (including, without limitation, increases in rent, energy or materials costs) to the extent that any such increase costs are not reflected in any Consumer Price Index increase further to (i) above and provided that the Supplier shall use reasonable endeavours to mitigate any such costs..



Terms and Conditions

1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Applicable Law"	means all applicable laws, regulations, regulatory requirements and codes of practice of any jurisdiction, as amended and in force from time to time and which govern or affect this Contract;		delivery address and the delivery trailer/export container closed and sealed;
"Buyer"	means the person identified in the letterhead of the Order Form;	"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Central Government Body"	means a body listed in one of the following sub-categories 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: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;	"Exit Day"	has the meaning in the European Union (Withdrawal) Act 2018;
"Change in Law"	means any change in Law which impacts on the supply of the Warehouse Services (including taxation or duties of any sort affecting the Supplier) which comes into force after the start date of the Contract set out in the Order Form;	"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"Charges"	means the charges for the Warehouse Services as specified in the Order Form;	"Exporter"	means the exporter of the Products, as determined in the contract for sale made between the Buyer and the relevant supplier of the Products;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;	"FOIA"	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;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annex;	"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the 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 the Contract but excluding: i) 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; ii) 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; iii) any failure of delay caused by a lack of funds; (iv) any event or other consequence as a result or in connection with the withdrawal of the United Kingdom from the European Union; and (v) any event or other consequence arising as a result of or in connection with the Covid 19 pandemic except for circumstances caused by or related to the Covid 19 pandemic which are changes in Applicable Law and/or governmental guidance which mean that the Warehouse Services cannot be provided as set out in this Contract (in all material respects) without such Applicable Laws or government guidance being breached, or if the Supplier can reasonably demonstrate that despite all reasonable endeavours, it is unable to secure non-Covid-19 infected personnel to provide the Warehouse Services due to the levels of Covid 19 infections in the population of the country where the Warehouse Services are provided;
"Controller"	has the meaning given to it in the GDPR;	"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Crown"	means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies.	"Good Industry Practice"	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 having regard to factors such as the nature and size of the parties, the Warehouse Services, the Term, the pricing structure and any other relevant factors;
"Crown Body"	means any department, office or executive agency of the Crown;	"Government Data"	a) 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: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing laws as amended from time to time (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;		
"Despatch"	means the point at which the Products leave the possession and control of the Supplier or its subcontractors, which shall be the point at which the Product is loaded in accordance with any applicable operating manual on the delivery trailer/export container for despatch to the Buyer's allocated		

	Controller;	Procedures"	industry practice or, where applicable, the Buyer's procedures for the vetting of Key Personnel as provided to the Supplier from time to time;
"Information"	has the meaning given under section 84 of the FOIA;	"Supplier"	means the person named as Supplier in the Order Form;
"Information Commissioner"	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;	"Supplier Staff"	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 a Contract;
"Insolvency Event"	in respect of a person: a) 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;	"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause 12.2 (Ending the Contract) and Section 8 (Term) of the Order Form or terminated in accordance with the terms and conditions of the Contract;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise as agreed by the Buyer and the Supplier in writing;	"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Law"	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, byelaw, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;	"Warehouse Premises"	means the warehouse facility or facilities used in the provision of Warehouse Services, as identified in the Order Form;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);	"Warehouse Services"	means bonded warehouse services relating to the receipt, storage, processing, picking, packing, palletising, customs handling, assembly, rework, consolidation, value added services, re-palletising, labelling and checking of Products at Warehouse Premises, as further described in the Specification;
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;	"Workers"	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) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Warehouse Services;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;	"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;		
"Personal Data"	has the meaning given to it in the GDPR;		
"Processor"	has the meaning given to it in the GDPR;		
"Products"	means the products handled by the Supplier in connection with the Warehouse Services, namely PPE;		
"Products In"	means the point at which the Products come under the control or custody of the Supplier or its subcontractors which shall be the point at which the doors have been opened on any delivery vehicle arriving at the Warehouse Premises for unloading;		
"Purchase Order Number"	means the Buyer's unique number relating to the order for Warehouse Services to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;		
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;		
"Request for Information"	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);		
"Special Requirements"	means the special requirements of the Buyer relating to storage of the Products, as amended from time to time (examples of these would be high value products or products that require additional activities to be undertaken);		
"Specification"	means the specification for the Warehouse Services to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;		
"Staff Vetting"	means vetting procedures that accord with good		

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and 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 this Contract are for information only and do not affect the interpretation of the Contract;
- 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 byelaw made under that law;
- 2.7 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation"; and
- 2.8 any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Warehouse Services subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of the Warehouse Services are and remain true and accurate.

4. Standards of service

The Supplier must provide Services: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

4.1 Services clauses

- (a) The Supplier, subject to the terms and conditions of this Contract shall provide the Warehouse Services in accordance with the terms of this Contract and shall:
 - (i) observe all lawful instructions given by the Buyer from time to time which are consistent with the Supplier's obligations under this Contract including without limitation any Special Requirements;
 - (ii) not do or omit to do, and will ensure that its Supplier Staff will not do or omit to do, anything in the performance of the Warehouse Services or its obligations under this Contract that will cause the Buyer to be in breach of any Applicable Laws or any other orders, guidelines, or other recommendations made by any regulatory body or competent authority from time to time or would otherwise have a negative impact on the reputation of the Buyer;
 - (iii) co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Warehouse Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements;
 - (iv) allocate sufficient resources and appropriate expertise to the Contract;
 - (v) take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors; and
 - (vi) ensure all Services, and anything used to deliver the Warehouse Services, are of good quality and free from defects.
- (b) It is acknowledged and agreed that the Warehouse Services shall incorporate the management of the Warehouse Services, and any other services carried out for the Buyer, such management to include the due performance of the administration relating to the Warehouse Services to be undertaken in accordance with, inter alia, the Buyer's reasonable instructions and all statutory, regulatory and local requirements.
- (c) In relation to Warehouse Services, the following terms shall apply:
 - (i) The Supplier and the Buyer will use reasonable endeavours to ensure that their respective employees and agents engaged in the delivery and receipt of the Products complete all necessary forms, proof of delivery documentation and any other documents required by the Buyer or the Supplier or any other recipient of the Products, subject to the Buyer, or someone acting on its behalf, providing the Supplier with all necessary information within a reasonable time after receiving a request for the same. Documents should be collected as may be specified by the Buyer, by the Supplier for the recipient of the Products.

- (ii) The Buyer shall ensure and procure that the Products are securely and correctly packaged and labelled for handling and/or working by the Supplier and in compliance with any applicable statutory regulations such that they will remain at all times in a condition to be safely handled, stored and/or carried and so as not to cause injury damage, contamination or deterioration (or the possibility of them) to any person, premises, equipment or to any other items in any way. Where any Products are not securely and correctly packaged in accordance with this clause (ii), the Supplier will notify the Buyer of any such defect which the Supplier can reasonably observe or which the Supplier is or reasonably should be aware of and will correct any such defect at the Buyer's reasonable cost which will be invoiced in accordance with clause 7 (Pricing and Payments) and the Order Form.
- (d) Late delivery of the Warehouse Services will be a default of the Contract.
- (e) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Warehouse Services.
- (f) The Supplier must at its own risk and expense provide all equipment required to deliver the Warehouse Services. Any equipment provided by the Buyer to the Supplier for supplying the Warehouse Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (g) The Buyer is entitled to withhold payment for undelivered Services, but doing so does not stop it from using its other rights under the Contract.
- (h) The parties agree that any ancillary services not expressly described in the Specification but necessary for the full provision of the Warehouse Services shall be provided by the Supplier and are included within the Charges.

5. Products

- 5.1 The Supplier undertakes in relation to all Products in its possession or under its control from time to time to:
 - (a) store them appropriately and in secure and dry conditions (including without limitation in accordance with any Special Requirements);
 - (b) hold them solely to the Buyer's order;
 - (c) store them separately from any other property so as to be readily identifiable; and
 - (d) keep free from all liens, encumbrances and other similar charges of any nature whatsoever and to the extent that the Supplier engages subcontractors in connection with the Warehouse Services, it will ensure that such subcontractors are also prevented from claiming or perfecting liens, encumbrances and other similar charges against the Products.
- 5.2 Title and Risk
 - (a) Title to or ownership of Products does not pass to the Supplier under this Contract. Title in all Products will remain with the Buyer or the Buyer's suppliers.
 - (b) Subject to the terms of this Contract responsibility for the Products' quantity and condition during the Warehouse Services will be with the Supplier from Products In and will continue up to Despatch.
 - (c) The Supplier will assert no interest in the Products at any time, whether or not such Products are in the Supplier's possession, custody, or control.
- 5.3 The Buyer may (acting by itself or by a duly authorised representative) on giving the Supplier at least twenty-four (24) hours' notice (which may be given verbally) in advance, enter upon the Warehouse Premises and repossess any or all of the Products at any time.

6. Warehouse Premises

- 6.1 The Supplier shall provide the Warehouse Services to the Buyer at the Warehouse Premises and shall:
 - (a) receive and reconcile the Products into the customs regime at the Warehouse Premises and as more particularly set out in the agreed standard operating procedure and the Specification;
 - (b) prepare the despatch of the Products from the customs regime at the Warehouse Premises through the relevant authorities (where required);
 - (c) manage stock reconciliation and adjustments within the customs regime;
 - (d) as more particularly set out and in accordance with the agreed standard operating procedures.
- 6.2 In the event that the Buyer has arranged its own deferment account with the relevant authorities for the payment of duty or VAT (or any other sales tax), and requests that the Supplier use this deferment account for the provision of the Warehouse Services, the Buyer will provide the Supplier with either standing or specific authorisation (as per the relevant authority's requirements) to use its deferment account in connection with the provision of the Warehouse Services under this Contract.
- 6.3 In the event that the Buyer provides the Supplier with standing authorisation to use its deferment account, the Buyer will ensure that the appropriate form is lodged with the relevant authorities.
- 6.4 The Supplier shall provide services in relation to the clearing and entering of shipments through customs and the deferment, payment and calculation of duty, VAT (or other sales tax) and other customs charges on the Products. In providing such services:
 - (a) the Buyer appoints the Supplier as its in-direct representative and its agent solely for the purposes of providing such customs related services;
 - (b) the Supplier shall prepare, maintain and submit all relevant returns, entries, declarations, import or export documentation, applications and records with the relevant authorities for each shipment of the Products;
 - (c) the Supplier shall preserve and maintain copies of all records, returns, applications and declarations it makes pursuant to this Contract on behalf of the Buyer for the duration of this Contract and for a period of 6 years thereafter;

- (d) the Supplier shall perform such customs related services in a timely manner with all reasonable, care skill and diligence applying Good Industry Practice.
- 6 5 If the Supplier subcontracts this work in accordance with the terms of this Contract, the Buyer will certify that the Supplier is the consignee for the purpose of designating a customs broker to perform customs clearances and entries and related services. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or the Supplier's customs clearance status, the Buyer shall provide the required documentation at their expense as soon as reasonably practicable, and the Supplier shall have no liability to the extent that its performance of the customs services under the Contract are prevented or delayed by a failure by the Buyer to provide such documentation.
- 6 6 The Supplier shall use all reasonable endeavours to (i) co-operate with DHSC in any of their dealings with the relevant tax authorities in relation to the Products (ii) to mitigate any claims imposed by the relevant tax authorities relating to the Products handled by the Supplier under this Contract.
- 6.7 Save to the extent that such liabilities arise as a result of the Buyer's breach of the warranties in clause 10.7, the Supplier shall indemnify the Buyer for unrecoverable VAT (or other sales tax), other charges, fines, penalties, interest, damages or other losses of whatever nature arising therefrom, where these cannot be recovered by the Buyer as a result of any failure by the Supplier, or any failure of any sub-contractor of the Supplier, to use reasonable skill and care when performing the customs services, or where such failure is due to the Supplier's negligence or wilful misconduct and the Supplier shall indemnify the Buyer for the cost of defending such claims brought by customs authorities.
- 6 8 The Supplier will provide written notice to the Buyer within five (5) days of receipt of any claims from the relevant authorities. The Supplier will provide all books and records necessary for the Buyer to defend any additional claims for VAT or other sales tax. The Supplier will not negotiate or attempt to resolve any additional VAT or other sales tax claims without specific approval from the Buyer. The Supplier will promptly and within five (5) days provide additional reasonable assistance by making documents available to view and employees to answer questions where this is reasonable and where needed by the Buyer to defend any such claims.
- 6 9 In the event that the Supplier fails to exercise reasonable skill and care or the Buyer demonstrates that the Supplier has acted with negligence or wilful misconduct, save to the extent that such liabilities arise as a direct result of the Buyer's breach of the warranties in clause 10.7, the Supplier will be responsible for and indemnify the Buyer in respect of any losses, fines, costs, claims, damages or other losses of whatever nature including any penalties assessed by customs authorities and the Supplier will pay for costs to re-file entries if required but excluding for the avoidance of doubt any duties, taxes, levies or imposts levied by any authority in relation to the Products which would have been payable despite such failure or negligence. The Supplier's obligation to indemnify the Buyer under the terms of this clause shall continue to apply up to seven (7) years after the completion of the relevant shipment.
- 6.10 The Supplier shall obtain and maintain throughout the duration of the Contract all necessary licences, permissions, permits, accreditations and consents required in order to be able to perform the Warehouse Services in accordance with the Contract; and shall indemnify the Buyer for any charges, fines, penalties, interest or other losses of any nature arising from any failure by the Supplier or any of its subcontractors, agents or representatives to maintain any necessary licence, consent, accreditation, permit or permission required to deliver all or any part of the Warehouse Services.
- 6.11 Where the Supplier performs the Warehouse Services from the Warehouse Premises the Supplier will allow the Buyer, its representatives and any other persons authorised by the Buyer access to the Warehouse Premises in accordance with the terms of this Contract, for the purposes of:
- the Buyer fulfilling its obligations under this Contract;
 - exercising its rights under this Contract;
 - monitoring the Supplier's performance under this Contract;
 - auditing of stock of the Products at the Warehouse Premises; and/or
 - inspecting the Warehouse Premises for the purpose of ascertaining compliance by the Supplier in respect of its obligations in this Agreement.
- 6.12 The Supplier warrants that as at the date of this Contract and throughout the duration of this Contract the Warehouse Premises shall:
- meet all necessary legal requirements;
 - be appropriate to enable the Products to be stored safely, securely and in dry conditions, in accordance with this Contract; and
 - contain sufficient available capacity to enable the Supplier to store the Products in accordance with this Contract.
- 7. Pricing and payments**
- 7.1 In exchange for the Warehouse Services, 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 days from when the charges are due.
- 7 2 All Charges:
- exclude VAT, which is payable on provision of a valid VAT invoice;
 - include all costs connected with the supply of Services.
- 7 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 Form.
- 7.4 A Supplier invoice is only valid if it:
- includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Warehouse Services which have been delivered (if any).
- 7.5 If there is a genuine bona fide 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 Warehouse Services. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 7.6 The Supplier may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided and subject to agreement of the Supplier.
- 7.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.
- 8. Record keeping and reporting**
- 8.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form and the Specification.
- 8.2 The Supplier must keep and maintain full and accurate records and accounts of the Charges, customs services and Products handled under the Contract for seven years after the date of expiry or termination of the Contract, including but not limited to details of Products In and Despatch.
- 8.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all accounts of the Charges and records of the Products and provide copies for the audit.
- 8.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 8.5 If the Supplier is not providing any of the Warehouse Services, or is unable to provide them, it must immediately:
- tell the Buyer and give reasons;
 - propose corrective action; and
 - provide a deadline for completing the corrective action.
- 8.6 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 the Contract 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 the 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;
 - 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, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).
- 9. Supplier staff**
- 9.1 The Supplier Staff involved in the performance of the Contract must:
- be appropriately trained and qualified;
 - be vetted using Good Industry Practice and, in respect of the Key Personnel, in accordance with any reasonable requirements issued by the Buyer from time to time; and
 - comply with all conduct requirements when on the Buyer's premises.
- 9.2 Where the Buyer acting reasonably decides one of the Supplier Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 9.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 9.
- 9.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 9.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 9.6 The Supplier shall use those Key Personnel nominated in the Order Form (if any) to provide the Warehouse Services and shall not remove or replace any of them unless:
- requested to do so by the Buyer (not to be unreasonably withheld or delayed);
 - the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.
- 10. Rights and protection**
- 10.1 The Supplier warrants and represents that:
- it has full capacity and authority to enter into and to perform the Contract;
 - the Contract is executed by its authorised representative;
 - it is a legally valid and existing organisation incorporated in the place it was formed;
 - 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 the Contract;
 - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
 - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - it is not impacted by an Insolvency Event.
- 10.2 The Supplier warrants and represents that:
- it has in place appropriate health and safety policies with regard to the provision of the Warehouse Services and that all staff (whether the Supplier's employees, agents and/or representatives) utilised in the provision of the Warehouse Services have received suitable training

	(updated at such intervals as to comply with best industry practice) in health and safety and the Supplier's health and safety policies and practices; and		the Supplier because of a serious breach of the TFEU or the Regulations; or where any other competent court finds that the Contract award was unlawful; or
(b)	it will utilise sufficient numbers of staff to enable it to fulfil its obligations under this Contract and will be responsible for ensuring that such staff are adequately trained and have the appropriate qualifications and experience to carry out the Warehouse Services under this Contract.	(vii)	the Supplier or its affiliates bring the Buyer into disrepute.
10.3	The warranties and representations in clause 10.1 are repeated each time the Supplier provides Warehouse Services under the Contract.	(b)	If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 12.5(a)(ii) to 12.5(a)(v) applies.
10.4	The Supplier indemnifies the Buyer against each of the following:	(c)	The Supplier has the right to immediately terminate the Contract by issuing a termination notice in writing to the Buyer if the Buyer is in material breach of any obligation which is not capable of remedy or if it is capable of remedy, that breach is not remedied within 30 days of the Buyer receiving notice specifying the breach and requiring it to be remedied.
(a)	non-payment by the Supplier of any tax or National Insurance (or local equivalent) payable in respect of the Supplier Staff.		
10.5	If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.		
10.6	Not used.		
10.7	The Buyer represents and warrants that (i) in agreeing to the terms of this Contract it is, or is the agent of and has the authority of, the person owning or entitled to the possession of the Products or of the person who is or may become interested in the Products; (ii) the Products are not of a dangerous or damaging nature and (iii) the information provided under clause 4.1(c)(i) is full and accurate.	(d)	In the event that the Buyer fails to pay any of the undisputed Charges and/or any other undisputed sums due by their due dates for payment in accordance with clause 7, the Supplier may terminate this Contract immediately by giving written notice to the Buyer, provided that the Supplier first gives the Buyer written notice requiring payment of the sum due and the Buyer has failed to rectify the breach by making payment within ten (10) days of receiving such notice. In the event that the Supplier terminates the Contract under this clause 12.4(d), the Supplier shall afford the Buyer no less than 30 days from the date of termination to arrange for the removal of the remaining Products from the Warehouse Premises. The Buyer shall remain liable for Warehouse Services carried out in relation to such Products until they have been removed from the Warehouse Premises and the Buyer shall remain liable for the Charges until all the Products have been removed from the Warehouse Premises.
10.8	Customs Responsibility The Buyer acknowledges and agrees that:		
(a)	the Supplier shall not incur any liability to the Buyer under this Contract; and		
(b)	the Buyer shall be responsible, and reimburse the Supplier, for any duties, costs, VAT or penalties assessed by the customs authorities save, in each case to the extent that any such liability, penalty, cost, VAT or duty arises from the Supplier failing to exercise reasonable skill and care or the Supplier's negligence or wilful misconduct.		
11.	Intellectual Property Rights (IPRs)	12.5	What happens if the Contract ends
11.1	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:	(a)	Where either Party terminates the Contract in accordance with any right under the Contract or the Contract expires, the following apply:
(a)	receive and use the Warehouse Services; and	(i)	the accumulated rights of the Parties are not affected;
(b)	use the New IPR.	(ii)	the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
11.2	Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.	(iii)	the Supplier must promptly return any of the Buyer's property provided under the Contract, including any Products;
11.3	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.	(iv)	the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
11.4	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 11 or otherwise agreed in writing.	(v)	the following clauses survive the termination or expiry of the Contract: 8 2 (Record keeping and reporting), 10 (Rights and protections), 12 (Ending the contract), 15 (Data protection), 16 (What you must keep confidential), 17 (when you can share information), 18 (Invalid parts of the Contract), 19 (No other terms apply), 34 (Which Laws apply) and any clauses which are expressly or by implication intended to continue.
11.5	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 Warehouse Services (an "IPR Claim"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.	12.6	Partially ending and suspending the Contract
11.6	If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:	(a)	Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Warehouse Services itself or buy them from a third party.
(a)	obtain for the Buyer the rights in clauses 11.1 and 11.2 without infringing any third party intellectual property rights; or	(b)	The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
(b)	replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Warehouse Services.	(c)	The Parties must agree (in accordance with clause 25) any necessary variation required by clause 12.6.
12.	Ending the contract	(d)	The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 12.6.
12.1	The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by law	13.	How much you can be held responsible for
12.2	The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.	13.1	The Supplier's liability for:
12.3	Not used	(a)	any claim for loss or damage to Products arising out of the Supplier's negligence or wilful misconduct, breach of Contract which results from a failure to apply reasonable skill and care under clause 4. (Standards of service), or shrinkage (being loss or damage to Products which is unexplained) shall not exceed either the value of the Products lost or damaged or a sum at the rate of 2 SDR per kilo of the gross weight of any such Products lost or damaged, whichever is the lesser, provided always that the maximum aggregate liability of the Supplier under this clause during the term of the Contract shall not exceed £5,000,000. For the avoidance of doubt, the value of the Products lost or damaged for the purposes of this clause shall be their value at Products In and the value of SDR shall be calculated as at the date when the claim is received by the Supplier in writing; and
12.4	When the Buyer can end the Contract	(b)	for all other matters arising out of or in connection with the delivery of the Warehouse Services whether in contract, tort (including negligence) or otherwise) shall, in respect of any event or series of connected events be limited to 150% of the Charges paid by the Buyer to the Supplier in respect of the three months immediately preceding the event or series of connected events giving rise to the liability.
(a)	If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:	(c)	Without prejudice to the Buyer's obligations to pay the agreed prices for the Warehouse Services delivered, the Buyer's total aggregate liability for all matters arising out of or in connection with any matter connected with this Contract shall be limited to one million pounds (£1,000,000), save in relation of any breach of clause 10.7 in respect of which the Buyer's total aggregate liability shall be limited to one hundred percent (100%) of the Charges paid or due to be paid during the term of this Contract..
(i)	there's an Insolvency Event of the Supplier;		
(ii)	if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;		
(iii)	if the Supplier is in material breach of any obligation which is not capable of remedy or if it is capable of remedy, that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;		
(iv)	there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;		
(v)	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 the Contract was awarded;		
(vi)	the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to	13.2	No Party is liable to the other for:

- (a) any indirect losses; or
(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 13.3 In spite of clauses 13.1 and 13.1(c), neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
(c) any liability that cannot be excluded or limited by law.
- 13.4 In spite of clause 13.1, neither party limits or excludes its liability for any indemnity given under clauses 6.7, 6.9, 6.10 (Warehouse premises) 9.5 (Supplier Staff), 10.4 (Rights and protection), 11.5 (Intellectual Property Rights), 14.2 (Obeying the law) and 30.2(b) (Tax), or for any responsibility and liability under clause 10.8 (Customs Responsibility).
- 13.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 13.6 If more than one Supplier is party to the Contract, each supplier party is fully responsible for both their own liabilities and the liabilities of the other Supplier.
- 13.7 The Supplier shall obtain and maintain throughout the duration of this Agreement adequate insurance with an insurer of repute so as to cover its potential liability to the Buyer under this Contract.
- 14. Obeying the law**
- 14.1 The Supplier must, in connection with provision of the Warehouse Services, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
(b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
(c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment; and
(d) meet the applicable Government Buying Standards applicable to Services which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 14.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 14.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with law, Clause 14.1 and Clauses 29 (Health and safety) to 32 (Reporting a breach of the Contract).
- 14.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
- 15. Data protection**
- 15.1 The Parties each acknowledge and agree that they may need to undertake Processing of Personal Data relating to each Party's representatives (in their respective capacities as Controllers) in order to (as appropriate):
- (a) administer and provide the Warehouse Services;
(b) request and receive the Warehouse Services;
(c) compile, dispatch and manage the payment of invoices relating to the Warehouse Services;
(d) manage the Contract and resolve any disputes relating to it;
(e) respond and/or raise general queries relating to the Warehouse Services; and
(f) comply with their respective regulatory obligations.
- 15.2 Processing of Personal Data relating to each Party's representatives for the purposes set out in Clause 15.1 shall only be done by each Party in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Clause 15.1, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.
- 16. What you must keep confidential**
- 16.1 Each Party must:
- (a) keep all Confidential Information it receives confidential and secure;
(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 the Contract; and
(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
(b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
(c) if the information was given to it by a third party without obligation of confidentiality;
(d) if the information was in the public domain at the time of the disclosure;
(e) if the information was independently developed without access to the disclosing Party's Confidential Information;
(f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Key Personnel must enter into a direct confidentiality agreement with the Buyer at its request.
- 16.4 The Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
(c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
(d) where requested by parliament; or
(e) under clauses 7.7 and 17.
- 16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.
- 16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.
- 16.7 The Supplier must not make any press announcement or publicise the 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 Supplier Staff do not either.
- 17. When you can share information**
- 17.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 17.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
(b) comply with any Environmental Information Regulations (EIR) request.
- 17.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.
- 18. Invalid parts of the contract**
- If any part of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.
- 19. No other terms apply**
- The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.
- 20. Other people's rights in a contract**
- No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 21. Circumstances beyond your control**
- 21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform or delay in performance continues, if it both:
- (a) provides written notice to the other Party; and
(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 21.2 Either party can partially or fully terminate the Contract if the provision of the Warehouse Services is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 21.3 Where a Party terminates under clause 21.2:
- (a) each party must cover its own losses; and
(b) clauses 12.5(a)(ii) to 12.5(a)(v) apply.
- 22. Relationships created by the contract**
- The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.
- 23. Giving up contract rights**
- A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.
- 24. Transferring responsibilities**
- 24.1 Subject to clause 24.7, the Supplier cannot assign, novate, subcontract or transfer the Contract or any part of it without the Buyer's written consent.
- 24.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 24.3 When the Buyer uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 24.4 The Supplier can terminate the Contract novated under clause 24.2 to a private sector body that is experiencing an Insolvency Event.

24.5	The Supplier remains responsible for all acts and omissions of the Supplier Staff and any subcontractors as if they were its own.	30.2	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 under the Off Contract, the Supplier must both:
24.6	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:	(a)	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 R35) and National Insurance contributions;
(a)	their name;	(b)	indemnify the Buyer against 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 the Term in connection with the provision of the Warehouse Services by the Supplier or any of the Supplier Staff.
(b)	the scope of their appointment;	30.3	If any of the Supplier Staff are Workers who receive payment relating to the Warehouse Services, then the Supplier must ensure that its contract with the Worker contains the following requirements:
(c)	the duration of their appointment.	(a)	the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
24.7	The Buyer expressly acknowledges and agrees that the Warehouse Services have been subcontracted by the Supplier to Unicorn Shipping Co., Ltd., who subcontracted the Warehouse Services to Shanghai ChinEx Logistics Co., Ltd. Subcontraction under this clause shall be on any terms whatsoever.	(b)	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;
25. Changing the contract		(c)	the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
25.1	Either Party can request a variation to the 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.	(d)	the Buyer may supply any information they receive from the Worker to HMRC (or any equivalent regulatory body in the territory in which the Warehouse Services are provided) for revenue collection and management.
25.2	The Supplier shall neither be relieved of its obligations to supply the Warehouse Services in accordance with the terms and conditions of the Contract nor be entitled to an increase in the Charges as a result of a Change in Law.	31. Conflict of interest	
26. How to communicate about the contract		31.1	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 the Contract, in the reasonable opinion of the Buyer.
26.1	All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.	31.2	The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
26.2	Notices to the Buyer or Supplier must be sent to their address in the Order Form.	31.3	The Buyer can terminate its 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.
26.3	This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.	32. Reporting a breach of the contract	
27. Preventing fraud, bribery and corruption		32.1	As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 14.1, or clauses 27 to 31.
27.1	The Supplier shall not:	32.2	The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.
(a)	commit any criminal offence referred to in the Regulations 57(1) and 57(2); or	33. Resolving disputes	
(b)	offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer 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 the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.	33.1	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.
27.2	The Supplier 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 27.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.	33.2	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 33.3 to 33.5
27.3	If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:	33.3	Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
(a)	terminate the 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 Warehouse Services and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or	(a)	determine the dispute;
(b)	recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.	(b)	grant interim remedies;
28. Equality, diversity and human rights		(c)	grant any other provisional or protective relief.
28.1	The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:	33.4	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.
(a)	protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;	33.5	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 33.3, 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 33.4.
(b)	any other requirements and instructions which the Buyer reasonably imposes related to equality law.	33.6	The Supplier cannot suspend the performance of the Contract during any dispute.
28.2	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 competent court or tribunal, or where it has jurisdiction the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.	34. Which law applies	
29. Health and safety			This Contract and any issues arising out of, or connected to it, are governed by English law.
29.1	The Supplier must perform its obligations meeting the requirements of:		
(a)	all applicable law regarding health and safety;		
(b)	the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.		
29.2	The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.		
30. Tax			
30.1	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. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.		