

The ACC Liverpool Group Limited

Invitation to Tender for the TENDER FOR THE SUPPLY OF BARCO E2, EC-50 AND ACCESSORIES

Document 2 – Terms and Conditions of Purchase (updated June 2018)

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (**Terms**):

"Applicable Law"	means the laws of England and Wales and of the European Union and any other laws or regulations, regulatory policies, guidelines or industry rules, which apply to the manufacture, labelling, packaging, storage, handling, delivery, hire and/or supply of Equipment and/or Goods and/or the provision of the Services;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
"Charges"	the charges payable by the Company for the hire of the Equipment and/or the supply of the Goods and/or Services (as applicable) in accordance with clause 15;
"Contract"	the contract between the Company and the Supplier for the hire of the Equipment and/or supply of Goods and/or Services (as applicable) in accordance with these Terms;
"Commencement Date"	has the meaning given in clause 3.2;
"Company"	The ACC Liverpool Group Limited (Company Registration Number: 05204033) whose registered office is at Kings Dock, Liverpool L3 4FP and/or any Group Company to whom the Equipment, Goods and/or Services are to be provided, as set out in the Purchase Order;
"Company Materials"	all materials, equipment, tools, drawings, specifications and data provided to the Supplier by the Company in connection with the Contract;
"Compliance Handbook"	the compliance handbook issued by the Company from time to time;
"Control"	shall be defined as in section 1124 of the Corporation Tax Act 2010, and the expression "Change of Control" shall be construed

	accordingly;
"Deliverables"	all Documents, products and materials developed by the Supplier or any of the Supplier Personnel as part of or in relation to the provision of the Services in any form, including computer programs, data, reports and specifications (including drafts);
"Document"	includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
"Equipment"	the equipment (or any part of it) to be hired by the Company from the Supplier as set out in the Purchase Order, including all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it;
"Goods"	the goods (or any part of them) to be purchased by the Company from the Supplier as set out in the Purchase Order;
"Group Company"	any subsidiary or holding company of The ACC Liverpool Group Limited from time to time and any subsidiary of any holding company from time to time;
holding company" or "subsidiary"	has the meaning set out in section 1159 of the Companies Act 2006;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer Software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Project IP"	has the meaning given in clause 18.2(a);
"Purchase Order"	the Company's written instruction to hire the Equipment and/or purchase the Goods and/or Services (as applicable), as set out in the Company's standard Purchase Order form and signed by a duly authorised representative of the Company;

"Purchase Option Price"	the price of the purchase option as set out in the Purchase Order or as otherwise agreed between the parties in writing;
"Rental Period"	has the meaning given in clause 6.1;
"Services"	the services (or any part of them), including without limitation the provision of any Deliverables and/or the installation of any Equipment and/or Goods, to be provided by the Supplier under the Contract, as set out in the Purchaser Order;
"Site"	the site at which Equipment and/or Goods are to be delivered or supplied, or where Services are to be performed (as applicable), as set out in the Purchase Order or as instructed by the Company before delivery of the Equipment and/or Goods or provision of the Services (as applicable);
"Software"	any and all computer programs and computer software (of whatever type and in whatever form or media) installed on or supplied with the Equipment and/or Goods (as applicable) at the time of its or their delivery and either necessary for its operation in the manner contemplated by the Company or otherwise referred to in the Purchase Order;
"Specification"	any specification for the Goods and/or Services that is agreed in writing between the Company and the Supplier;
"Supplier"	the person, firm or company who accepts the Purchase Order in accordance with clause 3.1;
"Supplier Personnel"	the employees, officers, agents, sub-contractors or other representatives of the Supplier who are engaged in the provision of the Equipment, Good and/or Services under the Contract;
"Use"	in relation to Software, includes the right to use the Software on the Equipment and/or Goods (as applicable) and any back-up or standby equipment, to make such copies as are necessary to use the Software on each part of the Equipment and/or Goods (as applicable) and to make copies for back-up purposes as well as all other ancillary rights implied by law.

1.2 Headings do not affect the interpretation of these Terms.

1.3 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, replacement, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Words in the singular include the plural and in the plural include the singular.

- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **APPLICATION OF TERMS**

- 2.1 These Terms shall:

- (a) apply to and be incorporated into the Contract;
- (a) be in substitution of any oral or other arrangements made between the Company and the Supplier; and
- (b) apply to the exclusion of any inconsistent terms or conditions contained in or referred to in the Supplier's quotation, acceptance, correspondence or any other terms that the Supplier seeks to impose or incorporate or which are implied by law, trade, custom, practice or course of dealing.

- 2.2 No addition to, variation of, exclusion or attempted exclusion of the Purchase Order or these Terms or any of them shall be binding on the Company unless agreed in writing and signed by a duly authorised representative of the Company.

- 2.3 Where the Purchase Order is for more than one item, it shall (following acceptance by the Supplier) be regarded as a single Contract for all Equipment, Goods and/or Services supplied pursuant to that Purchase Order.

- 2.4 All these Terms shall apply to the hire of Equipment and the supply of both Goods and Services except where otherwise specified.

- 2.5 To the extent that there is any conflict between the terms of the Purchase Order and these Terms, the terms of the Purchase Order shall prevail.

3. **EFFECT OF PURCHASE ORDER**

- 3.1 The Purchase Order constitutes an offer by the Company to hire the Equipment and/or purchase the Goods and/or Services (as applicable) from the Supplier in accordance with these Terms. Accordingly, any acceptance of the Purchase Order by the Supplier shall establish a contract on these Terms. Any counter-offer made by the Supplier on other terms and conditions shall only be validly accepted if such acceptance is in writing and signed by a duly authorised representative of the Company.

- 3.2 The Purchase Order shall be deemed to be accepted on the earlier of:

- (a) the execution and return of the acknowledgement copy of the Purchase Order form by the Supplier; or
- (b) the Supplier's execution, commencement of work or commencement of delivery pursuant to the Purchase Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

4. **SUPPLY OF GOODS AND/OR EQUIPMENT**

- 4.1 The Supplier warrants to the Company that it shall ensure that the Goods and/or Equipment (as applicable) shall:
- (a) conform with the quality, description and other particulars stated in the Purchase Order and/or the Specification (as applicable);
 - (b) conform to all descriptions and specifications provided to the Company by the Supplier;
 - (c) conform with all standards referred to in any product packaging and/or documentation in, with or in relation to which the Equipment and/or Goods (as applicable) are supplied;
 - (d) will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any intended uses expressly or impliedly made known to the Supplier, and will be free from all defects in design, materials and workmanship and shall remain so for 12 months after delivery (or, in the case of any Equipment, for the Rental Period); and
 - (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, delivery, hire and use of the Equipment and/or Goods (as appropriate) for the time being in force.
- 4.2 The Supplier shall:
- (a) carefully test and inspect the Goods and/or Equipment (as applicable) before delivery to ensure that they comply with the requirements of the Purchase Order; and
 - (b) if so requested by the Company, give the Company reasonable advance notice of such tests (which the Company shall be entitled to attend).
- 4.3 The Company reserves the right to call for certificates or test certificates for the Goods and/or Equipment (as applicable). Such certificates shall clearly state the relevant order numbers and any item numbers. If, as a result of any inspection or test, the Company considers that the Goods and/or Equipment (as applicable), or any items comprised within it, do not conform or are unlikely to comply with the Supplier's warranties at clause 4.1, or are unlikely to comply with them on completion of manufacture, processing or performance (as applicable), the Company may inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and/or Equipment (as applicable) and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Company shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 4.5 The provisions in this clause 4 shall extend to any replacement, repaired, substitute or remedial Goods and/or Equipment (as applicable) provided by the Supplier.

5. DELIVERY OF GOODS

5.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. No charge shall be made for wrapping, packing, cartons, boxes, crating or containers unless specified in the Purchase Order, and the Company shall not be responsible for returning any such materials;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) it states clearly on the delivery note any requirement for the Company to return any packaging material for the Goods to the Supplier (at the cost of the Supplier).

5.2 The Supplier shall deliver the Goods:

- (a) carriage free to the Site;
- (b) on the date and time specified in the Purchase Order or as otherwise specified by the Company in advance in writing; and
- (c) during the Company's normal hours of business on a Business Day, or as instructed by the Company.

5.3 Time is of the essence as to the delivery of the Goods under the Contract. If any time for delivery specified in accordance with clause 5.2(b) cannot be met, the Company may exercise any one or more of the rights set out at clause 20.

5.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Site, subject always to the Company's inspection and approval of the Goods. Any Goods which the Company rejects as not conforming to the Purchase Order shall be returned at the Supplier's risk and expense.

5.5 Unless the Company has agreed otherwise in writing, the Supplier shall deliver the exact specified quantities of Goods in accordance with the Purchase Order. If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, the Company may reject the Goods; or
- (b) delivers more than 105% of the quantity of Goods ordered, the Company may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 5.6 Unless the Company and the Supplier have, before or at the same time as the Purchase Order, agreed in writing (signed on behalf of the Company) additional conditions regarding preparation of or environmental requirements at the Site, the Supplier acknowledges and agrees that the Goods are suitable to be installed and used at the Site and that there are no additional conditions regarding the preparation of the Site and/or environmental requirements.
- 5.7 The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Company to the remedies set out in clause 19.
- 5.8 Title and risk in the Goods shall pass to the Company on completion of delivery at the Site.

6. HIRE OF EQUIPMENT

- 6.1 The Supplier shall hire the Equipment to the Company for use at the Site, for the period set out in the Purchase Order (**Rental Period**), in accordance with, and subject to, these Terms.
- 6.2 The Supplier shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Company's quiet possession of the Equipment.
- 6.3 The Supplier shall deliver the Equipment to, and (if applicable) install the Equipment at, the Site on the date and time specified in the Purchase Order or as otherwise specified by the Company in advance in writing. Time is of the essence as to the delivery and/or installation (as applicable) of the Equipment under the Contract. If any time for delivery and/or installation specified in accordance with this clause 6.3 cannot be met, the Company may exercise any one or more of the rights set out at clause 19.
- 6.4 The Equipment shall at all times remain the property of the Supplier, and the Company shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Terms) except where the Company purchases the Equipment pursuant to the Purchase Option in clause 6.6.
- 6.5 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Company on delivery in accordance with clause 6.3. The Equipment shall remain at the sole risk of the Company during the Rental Period.
- 6.6 The Company shall, subject to clause 6.7, have the option (at the Company's sole discretion), exercisable by not less than 20 Business Days' written notice to the Supplier (to be signed by the Company's authorised representative), to purchase the Equipment on the last Business Day of the Rental Period at the Purchase Option Price.
- 6.7 The Purchase Option may be exercised only if all amounts due to the Supplier under the Contract up to the date of exercise of the Purchase Option have been paid in full by the Company.
- 6.8 Upon completion of the purchase of the Equipment under this clause 6, such title to the Equipment as the Supplier had on the Commencement Date shall transfer to the

Company. The Equipment shall transfer to the Company in the condition and at the location in which it is found on the date of transfer.

7. SUPPLY OF SERVICES

7.1 The Supplier shall from the Commencement Date or such other date set out in the Purchase Order (as applicable) and for the duration of the Contract supply the Services to the Company in accordance with the terms of the Contract.

7.2 In providing the Services, the Supplier shall:

- (a) meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Company and time is of the essence in relation to any of those performance dates;
- (b) co-operate with the Company in all matters relating to the Services and comply with all reasonable instructions of the Company;
- (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (d) use Supplier Personnel who are entitled to work in the United Kingdom, suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (e) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Purchase Order and/or the Specification (as applicable), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company;
- (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (g) ensure that the Deliverables will be free from defects in workmanship, installation and design;
- (h) hold all the Company Materials in safe custody at its own risk and maintain such Company Materials in good condition until returned to the Company, and not dispose or use the Company Materials other than in accordance with the Company's written instructions;
- (i) comply with all additional obligations set out in the Specification (as applicable);
- (j) not hinder the business operations of the Company in general and/or at the Site and the Supplier shall observe the Compliance Handbook strictly at all times. The Supplier acknowledges that, at the date hereof, it has been given a copy of the Compliance Handbook. The Supplier shall give copies of the Compliance Handbook to each of the Supplier Personnel who will work on the Site;
- (k) make no delivery of materials, plant or other things nor commence any work on the Site without obtaining the prior consent of the Company;
- (l) ensure that during the course of the Services, the Site is maintained in a clean, safe and tidy condition. On the completion of the Services or on the earlier

termination of the Contract the Supplier shall clear away and remove from the Site all surplus materials and waste of every kind and leave the whole of the Site clean and in a workmanlike condition to the satisfaction of the Company's representatives; and

- (m) take the steps reasonably required by the Company to prevent unauthorised persons being admitted to the Site. Where the Company gives the Supplier notice that any Supplier Personnel is not to be admitted to, or is to be removed from, the Site, or is not to become involved in or is to be removed from involvement in the performance of the Contract (such decision of the Company to be final and conclusive), the Supplier shall take all reasonable steps to comply with such notice and if requested by the Company the Supplier shall replace any Supplier Personnel removed under this clause with another suitably qualified person and ensure that any security pass issued to the person removed is surrendered (at the Supplier's cost).
- 7.3 Services must not be supplied against a verbal order or verbal instruction. If, in the opinion of the Company, exceptional circumstances dictate, the Supplier may act upon the verbal instruction of the Company, however the Supplier is then responsible for requesting the relevant Purchase Order within 24 hours of the Services being requested.
- 7.4 Where Services are to be carried out on Site the Supplier shall inspect the Site before quoting and understood the precise nature and extent of the Services to be carried out and will be deemed to have satisfied itself in relation to all matters connected with the Services and Site.
- 7.5 If the Services to be executed on the Site are different from or additional to those described in the Purchase Order and/or if during the course of providing the Services the Supplier discovers some defect or problem that may render his further provision with the Services abortive, the Supplier shall immediately contact the Company for further instructions before proceeding.
- 7.6 Access to the Site shall not be exclusive to the Supplier but only such as shall enable the Supplier to carry out the Services concurrently with the execution of work by others. The Supplier shall be expected to work closely with the Company's employees, agents and/or contractors, if required. Furthermore, the Supplier shall co-ordinate the provision of the Services and co-operate with such others as the Company may reasonably require and with respect to specific events or exhibitions being or to be held at the Site, as the Company may expressly state in the Purchase Order or otherwise notify to the Supplier.
- 7.7 At any time during the progress of the Services the Company shall have the authority to order, in writing:
- (a) the removal from the Site of any materials which in the opinion of the Company are either hazardous, noxious or not in accordance with the Contract;
 - (b) the substitution of proper and suitable materials; and/or
 - (c) the removal and proper re-execution, notwithstanding any previous test of or interim payment for any work which, in respect of material or workmanship is not in the opinion of the Company (at all times acting reasonably) in accordance with the Contract.

8. IT SERVICES

- 8.1 This clause 8 shall apply to the provision of Software to the Company by the Supplier. Except as otherwise agreed in writing between the Company and the Supplier (before or at the same time as the Purchase Order), the Supplier hereby grants to the Company without further charge the irrevocable right and licence to Use the Software on the Equipment and/or Goods. The Supplier warrants that it has the right to enter into this licence and to grant the Company a licence to Use the Software as contemplated by this Agreement.
- 8.2 Where any Software is licensed directly to the Company by the Supplier's licensor, the Supplier will procure for the Company rights in all respects no less favourable than those it would have granted had it granted the rights directly under the express licence at clause 8.1 above.
- 8.3 The Company warrants that, at the time of installation and for a period of 12 months from installation, the Software will be free from viruses, worms, time locks or any other malicious code that may impair performance of the Software as it might reasonably be expected to operate on the Equipment and/or Goods. If at any time during the period of 12 months after installation the Software fails to comply with this warranty, the Company may exercise any one or more of the rights set out at clause 20.
- 8.4 Where, at any time, the Company has not entered into a maintenance agreement with the Supplier, it will be entitled to maintain the Equipment and/or Goods together with any Software itself, or by or through any third party, and in that case the licence in clause 8.1 will extend to permitting such maintenance of the Software.
- 8.5 The Supplier shall provide to the Company high quality user manuals and training and other documentation for the Equipment and/or Goods and the Software without further charge in such form and quantities as the Company may reasonably stipulate.

9. SUPPLIER WARRANTIES

- 9.1 The Supplier warrants that it:
- (a) has and shall maintain at all times all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
 - (b) shall (and shall procure that the Supplier Personnel shall) at all times observe all health and safety rules and regulations and any other security requirements that apply at the Site and all other relevant policies and procedures of the Company;
 - (c) shall (and shall procure that the Supplier Personnel shall) not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business; and
 - (d) shall (and shall procure that the Supplier Personnel shall) comply with all Applicable Law.
- 9.2 The Company's rights under the Contract are in addition to the statutory terms implied in favour of the Company by the Sale of Goods Act 1979 and the Supply of

Goods and Services Act 1982 and any other rights and remedies implied by statute and common law.

10. VARIATION OF THE SERVICES

10.1 The Company reserves the right to give written notice to the Supplier of modifications to the quality or quantity of the Equipment, Goods and/or Services requested under the Contract (as applicable). Any alteration to the Contract price or the completion date arising from such modifications or any changes, omissions or additions to the scope of the Contract must be agreed in writing between the parties in advance. Failing agreement the matter shall be determined using the Dispute Resolution Procedure set out in clause 33 below.

10.2 The Supplier must agree any changes, omissions or additions to the Contract with the Company in writing in advance of carrying out any such changes, omissions or additions.

10.3 If the Purchase Order states an authorised value for the Services detailed in the Purchase Order, the Supplier shall have no authority to execute Services in excess of the authorised value recorded on the Purchase Order. If the Supplier considers that the estimated value will be exceeded as a result of:

- (a) the estimated value being inaccurate;
- (b) variations of instructions by the Company; or
- (c) any other reason,

the Supplier shall give notice to the Company in a format approved by the Company before the Supplier carries out any services in excess of the authorised value. The notice shall state a revised limit of authority and shall represent a revised estimate or the estimated increase to the Contract price as the case may be. This revised limit of authority shall be deemed to have been rejected, unless confirmed in writing by the Company within five (5) days of receipt. Where the revised limit is rejected the maximum value of any payment shall remain as the authorised value for completion of the Services indicated on the Purchase Order.

10.4 The Company may, at its sole discretion, accept a notice of increased limit of authority issued retrospectively or elect to waive the requirement for it altogether. Retrospective notices will only be accepted in extenuating circumstances.

11. SUPPLIER'S STATUS

In carrying out the Services the Supplier shall be acting as principal and not as the agent of the Company. Accordingly:

- (a) the Supplier shall not, and shall procure that the Supplier Personnel shall not, say or do anything which might lead any other person to believe that they are acting as the agent of the Company; and
- (b) nothing in this Contract shall impose any liability on the Company in respect of any liability incurred by the Supplier to any other person but this shall not be taken to exclude or limit any liability of the Company to the Supplier which may arise by virtue of either a breach of this Contract or any negligence on the part of the Company, its staff or agents.

12. PERFORMANCE AND MANAGEMENT

- 12.1 The Supplier's performance will be measured on the basis of timely and accurate delivery of Services, added value and team working ability. To assist with familiarisation and clarity, the Supplier shall have documentation which clearly defines the operative's tasks, frequency, equipment required and any other pertinent information. The Supplier shall share these Documents with the Company on request. It is at the Supplier's discretion to be able to amend this documentation should the Supplier deem it necessary to improve the quality of the Services or for operational reasons provided the quality of the Services will not suffer. Any changes of a significant nature should be communicated to the Company immediately.
- 12.2 If so instructed, the Supplier shall also provide a Contract manager as the sole point of contact for the Company's representatives. The Contract manager shall have full authority to act for the Supplier and serve at all times to carry out the provisions of this Contract. The person appointed as Contract manager shall be subject to prior approval by the Company.
- 12.3 The Company will hold regular meetings during the Contract Period to review the provision of the Services. The Company will chair the meetings and take and distribute minutes.
- 12.4 The Supplier shall be represented at all meetings, at which the Company requires his attendance, by the person responsible for the management of the Contract, and who is empowered to make decisions on the Supplier's behalf. For the avoidance of doubt, the Supplier's attendance and/or representation at such meetings shall be at no cost to the Company.
- 12.5 The Supplier shall operate an emergency service and will provide the Company with a single manned telephone number to cover this eventuality and a route for escalating operational issues outside of normal working hours. Emergencies and escalations occurring outside normal working hours will be actioned and subsequently ratified. To support this service the Supplier will provide a management escalation process for use outside of normal working hours and ensure it is kept fully up-to-date.

13. COMPANY'S OBLIGATIONS

The Company shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Site for the purpose of supplying the Equipment, Goods and/or Services (as applicable); and
- (b) provide such information as the Supplier may reasonably request for the provision of the Equipment, Goods and/or Services (as applicable).

14. CHARGES AND PAYMENT

- 14.1 All Charges shall be as stated in the Purchase Order, except that if the Supplier quotes or offers to a third party lower prices or better terms for equipment, goods and/or services of a similar nature to the Equipment, Goods and/or Services (or the items comprised in it), the Company shall be entitled to hire the Equipment, Goods and/or Services (or the relevant items comprised in it) on the same terms and shall be entitled to a refund of the amount of the difference in respect of all such

Equipment, Goods and/or Services supplied after whichever is the earlier of the first quotation or the first supply at the lower price. All Charges are fixed and inclusive of delivery, installation, packaging, packing, shipping, carriage, insurance and other charges and dues, and are not subject to adjustment save as specifically provided in these Terms or the Purchase Order.

- 14.2 The Charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Company, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 14.3 The Supplier shall invoice the Company on delivery of the Equipment and/or Goods and/or completion of the Services (as applicable). Each invoice shall include such information required by the Company to verify the accuracy of the invoice, including the relevant Purchase Order number.
- 14.4 In consideration of the supply of the Equipment, Goods and/or Services (as applicable), the Company shall pay the invoiced amounts within thirty (30) days of receipt of a correctly rendered invoice for such Equipment, Goods and/or Services, unless stated otherwise in the Purchase Order.
- 14.5 All amounts payable by the Company under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Company, the Company shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Equipment, Goods and/or Services (as applicable) at the same time as payment is due for the supply of the Equipment, Goods and/or Services (as applicable).
- 14.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in connection with the Contract, and the Supplier shall allow the Company to inspect such records at all reasonable times on request.
- 14.7 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, at any time, without notice to the Supplier and without limiting its other rights or remedies, set off any amount owing to it or any Group Company by the Supplier against any amount payable by the Company or any Group Company to the Supplier.
- 14.8 If the Company fails to make a payment due to the Supplier under the Contract by the due date, then the Company shall pay interest on the overdue sums from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 14.8 will accrue each day at 2% a year above the Bank of England's base rate from time to time.
- 14.9 In relation to any payments disputed in good faith, interest under clause 14.8 shall be payable only after the dispute is resolved, on sums found or agreed to be due, from three (3) Business Days after the dispute is resolved until payment.
- 14.10 Payment by the Company of any amount payable by it pursuant to the Contract shall not constitute the Company's acceptance of any Equipment, Goods or Services or constitute a waiver in respect of any of the Company's rights.

15. INDEMNITY

- 15.1 The Supplier shall indemnify and hold the Company and each Group Company harmless from all liabilities, costs, expenses, damages and losses (included but not limited to any direct, indirect or consequential losses, loss of profits, loss of business, depletion of goodwill, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional fees and expenses) suffered or incurred by the Company and/or any Group Company arising out of or in connection with:
- (a) any loss or damage to the Site and/or any Company Materials caused, or contributed to, by the actions or omissions of the Supplier or the Supplier Personnel;
 - (b) any claim made against the Company and/or any Group Company by a third party (including any employee, agent or customer of the Company) for death, personal injury or damage to property arising out of, or in connection with, defects in the Equipment and/or Goods or in the provision of Services, to the extent that the defect is attributable to the acts or omissions of the Supplier or the Supplier Personnel;
 - (c) any claim made against the Company and/or any Group Company by a third party (including any employee, agent or customer of the Company) arising out of, or in connection with, the supply of the Equipment, Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier or the Supplier Personnel; and
 - (d) any claim brought against the Company and/or any Group Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, the receipt, supply and/or use of the Software, Equipment and/or Goods and/or use of the Services (as applicable).
- 15.2 The Supplier shall maintain in force and shall require any sub-contractor to maintain in force, with a reputable insurance company, for the duration of the Contract and for a period of 12 months thereafter (subject to clause 15.3), at least the following insurance cover, or, where greater any insurance cover imposed by Applicable Law:
- (a) liability insurance in accordance with any legal requirements for the time being in force covering injury or death to any of the Supplier Personnel;
 - (b) public liability insurance covering at least all matters which are the subject of indemnities or compensation obligations under this clause 15 in the sum of not less than ten million pounds (£10,000,000) for any one claim and unlimited in total; and
 - (c) professional indemnity insurance in respect of any design carried out in the sum of not less than five million pounds (£5,000,000) for any one claim and unlimited in total.

The Supplier shall maintain the above named insurances for such sum or sums and range of cover as specified above or for such sum or sums as the Company's insurance provider deems appropriate.

- 15.3 With respect to the professional indemnity insurance at clause 15.2(c), the Supplier warrants and undertakes to the Company that it has maintained at all times since it commenced the Services in respect of the Contract professional indemnity insurance and will maintain for a period ending six (6) years after the termination of the Contract or completion of the last Purchase Order, whichever is the later.
- 15.4 The policy or policies of insurance referred to in this clause 15 shall be available on request to the Company together with satisfactory evidence of payment or premiums.
16. **SAFETY**
- 16.1 The Supplier shall be responsible for the observance by the Supplier Personnel of all safety precautions necessary for their protection and the protection of any other persons including all precautions required to be taken by or under Applicable Law including any regulations or bye-law of any local or other authority. The Supplier shall co-operate fully with the Company to ensure the proper discharge of these duties.
- 16.2 The Company believes that all accidents are preventable and actively promotes the high standard of safety consciousness demanded by this principle. All suppliers including sub-contractors working on the Site are required to apply health, safety and environmental standards compatible with this aim and as published by the Company from time to time.
- 16.3 All Supplier Personnel working directly or indirectly for the Supplier may be required to attend a safety briefing and read the Compliance Handbook prior to the commencement of any Services.
- 16.4 In the event of an accident or near miss to either a person or damage to property, the Supplier shall immediately inform the Company verbally and submit a written report in accordance with the Company's procedures.
- 16.5 The Supplier shall (and shall procure that the Supplier Personnel shall) at all times comply with the Company's standard fire precautions for Suppliers and all permit systems in operation at the Site from time to time.
- 16.6 The Company will carry out event specific risk assessments, to which the Supplier may be requested by the Company to contribute appropriately, which will address significant potential risks which shall include but shall not be limited to:
- (a) use of cleaning chemicals & equipment;
 - (b) manual handling/lifting;
 - (c) working at height;
 - (d) working in the vicinity of vehicular traffic;
 - (e) noise;
 - (f) flashing lights; and/or
 - (g) violence.
- 16.7 If so instructed, the Supplier shall provide and leave on the Site a copy of all their safe working method statements and generic risk assessments. These are to be

updated on a regular basis. Where necessary, the Supplier shall use and provide clean dust sheets to protect all assets in the immediate vicinity of the area where the Services are being carried out.

17. **CONFIDENTIALITY**

- 17.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party (or, in the case of the Company, of any Group Company) except as permitted by clause 17.2.
- 17.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 17; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

18. **INTELLECTUAL PROPERTY RIGHTS**

- 18.1 In relation to the Company Materials:
- (a) the Company and its licensors shall retain ownership of all Intellectual Property Rights in the Company Materials; and
 - (b) the Company grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Company Materials for the term of the Contract for the purpose of providing the Services to the Company.
- 18.2 The Supplier warrants to the Company that:
- (a) It is the sole and legal beneficial owner of all Intellectual Property Rights in any Goods and in all products of the Services, including the Deliverables (**Project IP**);
 - (b) all Project IP is free from any charges, liens or encumbrances;
 - (c) it has the right to assign the Project IP in accordance with clause 18.3;
 - (d) the use of the Goods and/or Services will not infringe the Intellectual Property Rights of any third party; and
 - (e) in relation to any licence of the Project IP pursuant to clause 18.4 or otherwise, it has the right to grant that licence, and the existence of such licence will not infringe the Intellectual Property Rights of any third party.
- 18.3 Subject to clause 18.4, all Project IP is hereby assigned by the Supplier (by way of present and future assignment) to the Company and the Supplier shall do all things

and render all such assistance as may be reasonably required by the Company in order to vest such rights in the Company.

- 18.4 To the extent that any Project IP is owned by a third party and cannot be assigned pursuant to clause 18.3, the Supplier grants to the Company (or shall procure the grant of) an irrevocable, perpetual, transferable, worldwide, royalty-free, non-exclusive licence, with right to grant sub-licences, in respect of the Project IP. Pursuant to such licence(s), the Company shall be permitted to copy, edit, use and reproduce the Project IP for the purposes of obtaining the full benefit of and making full use of the Goods and/or Services.
- 18.5 The Supplier shall obtain waivers of any moral rights in any Goods and/or in all products of the Services (including any Deliverables) to which any individual is now or may at any future time be entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

19. REMEDIES FOR DEFAULT

- 19.1 Where the Services, or any portion of the Services, are not carried out or where the Equipment or Goods are not delivered within the time or times specified within the Contract, or where the Supplier fails to comply with any terms of the Contract, the Company may, without limiting its other rights or remedies, exercise any one or more of the following rights, whether or not any part of the Equipment, Goods and/or Services have been accepted by the Company:
- (i) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (ii) reject the Equipment, Goods and/or Services (in whole or in part) and return the Equipment and/or Goods to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Equipment and/or Goods so returned and/or the Services so rejected shall be paid immediately by the Supplier;
 - (iii) require the Supplier, at the Supplier's expense, either (at the Company's option) to remedy any defect in the Equipment, Goods and/or Services (including any Software installed on any Equipment or Goods) and carry out such other work as is necessary to ensure that the Equipment, Goods and/or Services are in all respects in accordance with the Purchase Order or to supply replacement equipment, goods, software and/or services, provided that if the Supplier refuses to remedy the defects or to supply replacements within a reasonable time of receiving such a request, the Company may hire replacement equipment, purchase replacement goods and/or software and/or services from another source and the Supplier shall reimburse the Company for all costs and expenses reasonably incurred in doing so;
 - (iv) refuse to accept any further Equipment, Goods, Software and/or Services without incurring any liability to the Supplier;
 - (v) to recover from the Supplier any costs incurred by the Company in obtaining substitute equipment, goods software and/or services from a third party;
 - (vi) where the Company has paid in advance for Equipment, Goods, Software and/or Services which have not been delivered or provided by the Supplier, to have such sums refunded by the Supplier; and/or

- (vii) in any case, to claim such damages as it may have sustained in connection with the Supplier's breach of the Contract not otherwise covered by this clause 19.
- 19.2 Where the Supplier fails to carry out any Services in accordance with the Contract the Company shall be entitled, without prejudice to any other rights and remedies available, to have such Services carried out satisfactorily by other means in accordance with clause 19.1 and, in the meantime, debar the Supplier, their servants and agents from the Site.
- 19.3 On the occurrence of a relevant termination the Supplier shall, notwithstanding such termination, co-operate in the transfer of the Services to which the termination relates to any alternative organisation under clause 19.1 in accordance with arrangements notified to the Supplier by the Company.
- 19.4 The provisions of clause 19.1 shall not be invoked where failure to carry out the Services or supply Equipment and/or Goods within time is due wholly to circumstances outside the control of the Supplier.
- 19.5 For the avoidance of doubt, failure to comply with the following shall be deemed to be a serious breach of Contract and shall be dealt with as such:
 - (a) failure to respond within the stated periods to the extent that they are the responsibility of the Supplier under this Contract;
 - (b) failure to submit risk assessments, test certificates and guarantees to the extent that they are the responsibility of the Supplier under this Contract;
 - (c) failure to complete maintenance records to the extent that they are the responsibility of the Supplier under this Contract;
 - (d) failure to issue attendance reports to the extent that they are the responsibility of the Supplier under this Contract; and/or
 - (e) failure to book in and out of the Site in accordance with the Company's policies and procedures.
- 19.6 The remedies in this clause 19 shall extend to any substituted or remedial services and/or repaired or replacement goods or equipment supplied by the Supplier.

20. **TERMINATION**

- 20.1 The Company may cancel the Contract (for all or part only of the Equipment, Goods and/or Services (as applicable)) by giving written notice to the Supplier at any time before delivery, in which case the Company shall pay the Supplier the price for the cancelled Equipment, Goods and/or Services (as applicable) less any cost savings accruing to the Supplier by reason of the cancellation.
- 20.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract:
 - (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of Control of the Supplier; or

- (ii) the Supplier's financial position deteriorates to such an extent that in the Company's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (iii) the Supplier commits a breach of the warranties in clause 9.1;
 - (b) for convenience at any time by giving the Supplier one (1) month's written notice.
- 20.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 20.4 In any circumstances in which the Company may terminate the Contract where Equipment, Goods and/or Services are supplied, the Company may instead terminate part of the Contract in respect of part of the Equipment, Goods and/or Services, and the Contract shall continue in respect of the remaining supply.

21. **CONSEQUENCES OF TERMINATION**

On termination or expiry of the Contract or any part of it for any reason:

- (a) where the relevant Contract involves the provision of Services, the Supplier shall immediately deliver to the Company all Deliverables, whether or not then complete, and return all Company Materials. If the Supplier fails to do so, then the Company may, without limiting its other rights or remedies, enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (b) the accrued rights and remedies of the parties as at termination or expiry shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

22. **DATA PROTECTION**

- 22.1 In this clause 22, the terms '**personal data**', '**controller**', '**processor**', '**data subject**' and '**process**' shall have the meanings set out in the Data Protection Legislation and

the terms 'processing' and 'processed' shall be construed accordingly. The term '**Data Protection Legislation**' shall mean: (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation; and (ii) (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

- 22.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 22 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 22.3 To the extent that the Supplier is required to process any personal in connection with the performance by the Supplier of its obligations under the Contract, the Company and the Supplier acknowledge that for the purposes of the Data Protection Legislation, the Company is the controller and the Supplier is the processor of any personal data. Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 22.4 Without prejudice to the generality of clause 22.2, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- (d) process that personal data only on the written instructions of the Company unless the Supplier is required to process such personal data otherwise by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier (**Applicable Data Protection Laws**). Where the Supplier is relying on Applicable Data Protection Laws as the basis for processing personal data, the Supplier shall promptly notify the Company of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit the Supplier from so notifying the Company;
 - (e) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (f) ensure that all personnel (including, without limitation, staff) who have access to and/or process personal data are legally obliged to keep the personal data confidential;
 - (g) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:

- (i) the Company or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Company with respect to the processing of the personal data;
- (h) assist the Company in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and otherwise to comply with the Company's obligations under the Data Protection Legislation to respond to requests from data subjects or exercise of the rights of data subjects or information mandated to be provided to data subjects;
- (i) notify the Company without undue delay and in any event within 24 hours of the point at which the Supplier becomes aware of any personal data breach or other security incident affecting or relating to personal data;
- (j) at the written direction of the Company, delete or return personal data and all copies thereof to the Company on termination of the Contract or at any other time unless required by Applicable Law to store the personal data; and
- (k) maintain complete and accurate records and information to demonstrate its compliance with this clause 22 and relevant provisions of the Data Protection Legislation and allow for and cooperate with audits including, without limitation, inspections by the Company or the Company's designated auditor.
- 22.5 The Supplier shall not appoint any third party processor of personal data under the Contract without obtaining the Company's prior written consent and then only on the condition that the Supplier enters into a written agreement with the third-party processor, which agreement shall contain provisions which comply with the Data Protection Legislation and which, in any event, are no less onerous than those imposed under this clause 22. As between the Company and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 22.5.
- 22.6 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Company and any Group Company against all costs, claims, damages or expenses incurred by the Company or any Group Company or for which the Company or any Group Company may become liable due to any failure by the Supplier or the Supplier Personnel to comply with any of its obligations under this clause 22.
23. **AUDIT**
- 23.1 The Supplier shall keep and maintain until six (6) years after the Contract has been completed, or as long a period as may be agreed between the parties, full and accurate records of the agreement including:

- (a) the Services provided under it; and
 - (b) all payments made by the Company.
- 23.2 The Supplier shall allow the Company (or its professional advisors) to access the Supplier's premises, Supplier Personnel, systems and relevant records to verify that the Charges and any other sums charged to the Company under the Contract are accurate and/or to confirm the Supplier's compliance with any of these Terms.
- 23.3 Subject to the Company's obligations of confidentiality at clause 17, the Supplier shall provide the Company (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 23.4 The Company shall provide at least three (3) Business Days' notice of its intention to conduct an audit and any audit shall be conducted during the Supplier's normal business hours.
- 23.5 The Company and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.
- 23.6 If any audit carried out by or on behalf of the Company reveals any material non-compliance with the Contract, the Company shall notify the Supplier in writing of the same as soon as reasonably practicable and the Supplier shall, at its own expense and as soon as reasonably practicable, rectify such non-compliance. The Company, at its sole discretion, shall be entitled, immediately and without liability, upon notice of any such non-compliance to suspend its obligations under the Contract unless and until the Supplier has rectified such non-compliance to the satisfaction of the Company. If the Supplier fails to rectify such non-compliance within thirty (30) days of receipt of the notice of non-compliance, the Company shall be entitled to treat such non-compliance as a breach not capable of remedy and may terminate the Contract in accordance with clause 20.3(a).

24. **BRIBERY AND CORRUPTION**

- 24.1 The Supplier shall at all times:
- (a) without prejudice to the generality of clause 9.1(d), comply with all laws and regulations and codes of practice, guidelines and standards issued by any governmental or regulatory authority that are applicable to the Supplier in its provision of the Equipment, Goods and/or Services, or that are applicable to the Company in its receipt of the Equipment, Goods and/or Services, relating to anti-bribery and anti-corruption including the Bribery Act 2010 (**Anti-Bribery Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) without prejudice to the generality of clause 9.1(b), comply with the Company's policies relating to ethics, anti-bribery and anti-corruption as communicated to the Supplier by the Company from time to time (**Anti-Bribery Policies**);
 - (d) have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure

compliance with the Anti-Bribery Requirements, the Anti-Bribery Policies and clause 24.1(b) and will enforce them where appropriate;

- (e) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;

24.2 The Supplier shall ensure that any person associated with the Supplier who is providing goods or performing services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 24 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.

24.3 For the purpose of the foregoing provisions of this clause 24, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 24, a person associated with the Supplier includes all the Supplier Personnel.

24.4 The Supplier shall at all times:

- (a) without prejudice to the generality of clause 9.1(d), comply with all Applicable Law relating to modern slavery and human trafficking including the Modern Slavery Act 2015 (**Anti-Slavery Requirements**);
- (b) without prejudice to the generality of clause 9.1(b), comply with C2C's policies relating to anti-slavery as communicated to the Supplier by the Company from time to time (**Anti-Slavery Policies**);
- (c) have and maintain due diligence, audit and reporting procedures for its own suppliers, permitted subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains; and
- (d) promptly report to the Company any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

24.5 The Supplier shall notify the Company as soon as it becomes aware of:

- (a) any contravention, or potential contravention, of the Anti-Bribery Requirements or the Anti-Slavery Requirements; and
- (b) any breach, or potential breach, of the Anti-Bribery Policies or the Anti-Slavery Policies.

24.6 The Supplier warrants that as at the date of the Commencement Date:

- (a) neither the Supplier nor any of its officers, employees or any other persons associated with it:
 - (i) has been convicted of any offence involving bribery, corruption, slavery or human trafficking;

- (ii) so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with bribery, corruption, slavery or human trafficking;
 - (b) it conducts its business in a manner that is consistent with the Anti-Bribery Policies and the Anti-Slavery Policies.
- 24.7 Upon request by the Company, the Supplier shall certify to the Company in writing signed by an officer of the Supplier that it has complied with this clause 24. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.
- 24.8 Breach of this clause 24 by the Supplier shall be deemed a breach not capable of remedy and the Company may, in the event of such breach, terminate the Contract in accordance with clause 20.3(a).

25. **FORCE MAJEURE**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for two weeks, the party not affected may terminate the Contract by giving five (5) days' written notice to the affected party.

26. **SEVERANCE**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

27. **WAIVER**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

28. **NO PARTNERSHIP OR AGENCY.**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

29. **VARIATION**

Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives

30. **ENTIRE AGREEMENT**

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

31. **ASSIGNMENT**

31.1 The Supplier shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

31.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

32. **THIRD PARTY RIGHTS**

Unless expressly stated otherwise, the Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

33. **NOTICES**

Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Contract (or such other address as may have been notified by that party for such purposes) or sent by fax or email to the other party's fax number or email address as set out in the Contract. A notice delivered by hand shall be deemed to have been received when delivered (or, if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax or shall be deemed to have been received at the time of transmission or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 33, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

34. **TUPE**

The Supplier shall be responsible for and shall indemnify and keep indemnified the Company from and against, all and any costs, losses, claims, expenses, damages, demands, actions and liabilities arising out of or in connection with any claim which arises or is alleged to arise by reason of the operation of, and/or for failure to inform and consult under, the Transfer of Undertakings (Protection of Employment) Regulations 2006.

35. DISPUTE RESOLUTION AND LEGAL PROCEEDINGS

- 35.1 Where and to the extent that a given dispute or difference should require resolution either party may at any time and shall in the first instance invoke the Dispute Resolution Procedure set out in the clause 35.2 below.
- 35.2 In the event that a dispute or difference arises between the parties during the course of the Contract the parties agree to adopt the following procedure for resolving the said dispute or difference:
- (a) In the first instance the parties shall discuss the dispute or difference and attempt resolution at a meeting of the parties. If the parties fail to resolve the matter at this stage the dispute or difference shall be referred to the Directors of the parties' respective organisations.
 - (b) Failing resolution by the Directors the parties shall mediate the dispute. A mediator shall be appointed jointly by the parties and the cost of any such mediation shall be borne by the Company and the Supplier in equal shares, which for the avoidance of doubt shall not include any cost incurred by the respective parties preparing for or taking advice prior to the mediation.
 - (c) In the event that the parties are unable to reach an agreement through mediation either party shall be at liberty to seek the court's assistance and commence legal proceedings in accordance with clause 36.

36. GOVERNING LAW AND JURISDICTION

- 36.1 The Contract, and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.
- 36.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract, its subject matter or formation (including non-contractual disputes or claims).