

1.	<u>INTERPRETATION</u>	2.3.4	co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
1.1	Definitions:	2.3.5	appoint a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services;
	"Business Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.	2.3.6	only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
	"Charges" means the charges payable by the Customer for the supply of the Services by the Supplier.	2.3.7	ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations;
	"Conditions" means these terms and conditions set out in clause 1 (Interpretation) to clause 13 (General) (inclusive).	2.3.8	ensure that the Services and Deliverables shall conform in all respects with the service description and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
	"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.	2.3.9	provide all equipment, tools, vehicles and other items required to provide the Services;
	"Customer Materials" means all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.	2.3.10	ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
	"Delivery Location" means the address for delivery of the goods, as set out in the Purchase Order.	2.3.11	comply with all applicable laws, statutes, regulations from time to time in force; and
	"Deliverables" means all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation, Intellectual Property Rights, data, reports and specifications (including drafts), and the Key Deliverables set out in the Purchase Order.	2.3.12	observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and are notified to the Supplier.
	"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.		
	"Intellectual Property Rights": all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.	3.	<u>PURCHASE ORDERS</u>
	"Purchase Order" means the Customer's order for the Goods and/or Services submitted by the Customer in accordance with clause 2, Error! Reference source not found. and/or clause 4.	3.1	The Customer may submit a Purchase Order at any time.
	"Services" means the services, including without limitation any Deliverables, to be provided by the Supplier to the Customer under the Purchase Order.	3.2	The Supplier shall use its best endeavours to supply Goods in accordance with the Purchase Orders, by the delivery date specified in the Purchase Order.
	"Services Start Date" means the day on which the Supplier is to start provision of the Services as set out in the Purchase Order.	3.3	The Customer may amend or cancel a Purchase Order in whole or in part at any reasonable time before delivery by giving the Supplier written notice.
		4.	<u>THE GOODS</u>
		4.1	The Supplier shall ensure that the Goods:
		4.1.1	correspond with their description and any applicable specification;
		4.1.2	be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
		4.1.3	where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
		4.1.4	comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
1.2	Interpretation:		
	1.2.1 A reference to a Customer shall mean the party receiving the Services or goods from the Supplier, and a reference to the Supplier shall mean the supplier of Goods or Services to the Customer.		
	1.2.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.		
	1.2.3 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.	4.2	The Customer has the right to inspect and test the Goods at any time before delivery.
	1.2.4 A reference to writing or written includes an email to the party's representative.	4.3	If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 4.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
	1.2.5 These terms shall include the terms created between the parties under a Purchase Order.	4.4	Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Purchase Order, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
2.	<u>SUPPLY OF SERVICES</u>	5.	<u>DELIVERY</u>
2.1	The Supplier shall supply the Services to the Customer from the Services Start Date.	5.1	The Supplier shall ensure that:
2.2	In performing the Services, the Supplier shall meet, and time is of the essence as to, any performance dates specified by the Customer.	5.1.1	the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
2.3	In supplying the Services, the Supplier shall:	5.1.2	each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Purchase Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
	2.3.1 perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;	5.1.3	if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
	2.3.2 use its reasonable endeavours to correct any mistakes or errors when delivering the Services;		
	2.3.3 supply all information, estimates and recommendations in good faith, but, for the avoidance of doubt, shall not guarantee the projected outcome will be achievable;		

5.2	The Supplier shall deliver the Goods specified in each Purchase Order:	8.5	The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these terms. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under these terms or otherwise.
	5.2.1 on or before its relevant delivery date;		
	5.2.2 at the Delivery Location; and		
	5.2.3 during the Customer's normal business hours, or as instructed by the Customer.		
5.3	Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location.	9.	<u>LIMITATION OF LIABILITY</u>
5.4	If the Customer rejects any Goods they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, the Customer may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Customer will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.	9.1	References to liability in this clause 9 include every kind of liability arising under or in connection with these terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
6.	<u>CUSTOMER REMEDIES</u>	9.2	Nothing in these terms limits any liability which cannot legally be limited, including liability for:
6.1	If the Goods are not delivered on the relevant delivery date, or do not comply with the undertakings set out in clause 4.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies:	9.2.1	death or personal injury caused by negligence;
	6.1.1 to terminate the Purchase Order;	9.2.2	fraud or fraudulent misrepresentation; and
	6.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;	9.2.3	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
	6.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);	9.3	Subject to clause 9.2, clause 9.3.1 excludes specified types of loss.
	6.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;	9.3.1	Types of loss wholly excluded:
	6.1.5 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and	(a)	Loss of profits.
	6.1.6 to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Purchase Order.	(b)	Loss of sales or business.
6.2	These terms shall apply to any repaired or replacement Goods supplied by the Supplier.	(c)	Loss of agreements or contracts.
6.3	The Customer's rights and remedies under these terms are in addition to its rights and remedies implied by statute and common law.	(d)	Loss of anticipated savings.
7.	<u>TITLE TO DELIVERABLES AND CUSTOMER MATERIALS</u>	(e)	Loss of use or corruption of software, data or information.
7.1	Title to any Deliverables and the Goods shall pass to the Customer on delivery to the Customer. The Supplier transfers the Deliverables the Goods and materials to the Customer free from all liens, charges and encumbrances.	(f)	Loss of or damage to goodwill.
7.2	All Customer Materials are the exclusive property of the Customer.	(g)	Indirect or consequential loss.
7.3	The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:	9.3.2	Types of loss and specific losses not excluded:
	7.3.1 any claim brought against the Customer for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Deliverables; or	(a)	Sums paid by the Customer to the Supplier pursuant to the Purchase Order, in respect of Good or Services not provided in accordance with the Purchase Order;
	7.3.2 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.	(b)	Wasted expenditure;
	This Clause 7 shall survive termination of these terms.	(c)	Additional costs of procuring and implementing replacements for, or alternatives to, Services or Goods not provided; and
8.	<u>CHARGES AND PAYMENT</u>	(d)	Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.
8.1	In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 8.	10.	<u>INSURANCE</u>
8.2	All amounts payable by the Customer exclude amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.		The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability and public liability insurance of not less than £1 million for each and every claim to cover the liabilities that may arise under or in connection with these terms, and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
8.3	The Supplier shall submit invoices for the Charges plus VAT (if applicable) to the Customer on completion of each Service or delivery of Goods provided. Each invoice shall include all supporting information reasonably required by the Customer.	11.	<u>TERMINATION</u>
8.4	The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 60 days of receipt, to a bank account nominated in writing by the Supplier.	11.1	These Conditions shall continue, unless terminated earlier in accordance with clause 11, until the Supplier gives the Customer party 3 months' written notice to terminate following expiration of the Initial Term (the "Term").
		11.2	Without affecting any other right or remedy available to it, the Customer may terminate these terms with immediate effect by giving written notice to the Supplier if:
		11.2.1	the Supplier repeatedly fails to achieve the Customer's required service and performance levels;
		11.2.2	there is a change of control of the Supplier;
		11.2.3	the Supplier's financial position deteriorates to such an extent that in the Customer's reasonable opinion the Supplier's capability to adequately fulfil its obligations has been placed in jeopardy; or
		11.2.4	the Supplier commits a breach of clause 2.3.11.

11.3	Without affecting any other right or remedy available to it, either party may terminate these terms with immediate effect by giving written notice to the other party if:	15.2	Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under these terms without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
11.3.1	the other party commits a material breach of any term which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;	15.3	Confidentiality.
11.3.2	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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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	15.3.1	The Supplier undertakes that it shall not at any time, and for a period of seven years after termination of these terms, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Customer or of any member of the Group to which the Customer belongs, except as permitted by clause 15.3.2.
11.3.3	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.	15.3.2	The Supplier may disclose the Customer's confidential information:
11.4	Any provision of these terms that expressly or by implication is intended to come into or continue in force on or after termination of these terms shall remain in full force and effect.	(a)	to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these terms. The Supplier shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the Customer's confidential information comply with this clause 15.3; and
11.5	The Customer may terminate or amend these by giving the Supplier not less than 3 months' written notice to terminate.	(b)	as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
11.6	Termination of these terms shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach which existed at or before the date of termination.	15.3.3	The Supplier shall use the Customer's confidential information for any purpose other than to perform its obligations under these terms.
12.	<u>EXIT ARRANGEMENTS</u>		
12.1	On termination for whatever reason:	15.4	Assignment. These terms are personal to the parties and neither these terms nor any rights, licences or obligations under it may be assigned by either party without the prior written approval of the other party.
12.1.1	the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these terms; and	15.5	Entire agreement. These terms constitute 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.
12.1.2	the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it.	15.6	Variation. No variation of these terms shall be effective unless it is in writing and signed by the Customer (or their authorised representatives).
13.	<u>COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS</u>	15.7	Waiver.
13.1	In performing its obligations under these terms, the Supplier shall:	15.7.1	A waiver of any right or remedy under these terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
13.1.1	comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and	15.7.2	A failure or delay by a party to exercise any right or remedy provided under these terms 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 these terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
13.1.2	and maintain its own policies and procedures to ensure its compliance.	15.8	Severance. If any provision or part-provision of these terms 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 15.8 shall not affect the validity and enforceability of the rest of these terms.
13.2	The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:	15.9	Notices.
13.2.1	has been convicted of any offence involving slavery and human trafficking; and	15.9.1	Any notice or other communication given to a party under or in connection with these terms shall be in writing and shall be:
13.2.2	to the best of its knowledge, 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 slavery and human trafficking.	(a)	delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
14.	<u>COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION</u>	(b)	sent by email to the party's appointed representative.
14.1	The Supplier shall:	15.9.2	Any notice or communication shall be deemed to have been received:
14.1.1	comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (" Relevant Requirements ");	(a)	if delivered by hand, at the time the notice is left at the proper address;
14.1.2	have and shall maintain in place throughout the term of its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and	(b)	if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
14.1.3	notify the Customer if it becomes aware of any breach of the Relevant Requirements, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of these terms.	(c)	if sent by email, 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 (c), 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.
15.	<u>GENERAL</u>		
15.1	Force majeure. The Customer shall not be in breach of these terms nor liable for delay in performing, or failure to perform, any of its obligations under these terms if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 1 month, the Customer may terminate these terms by giving written notice to the Supplier.	15.9.3	This clause 15.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.9.4 Either party may change its appointed representative by giving notice to the other of the change, taking effect the next Business Day.

15.10 **Third party rights.**

15.10.1 These terms does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms.

15.10.2 The rights of the parties to rescind or vary these terms are not subject to the consent of any other person.

15.11 **Governing law.** These terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

15.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or its subject matter or formation.