

SALES ORDER FORM - REF:

Supplier		Customer	
Supplier's Company Number		Customer's Company Number	
Supplier's address:		Customer's address:	
Supplier's contact		Customer's contact	
Supplier's contact details		Customer's contact details	

Services	
Description	
Bid	
Framework	
Lots	
Timetable	

Price	
Invoice date/frequency	
Payment timeframe	

Execution

The Agreement is made up of this Sales Order Form and the latest version of the Bid Management Terms and Conditions as at the date of the Customer signing this Sales Order Form. The Supplier and the Customer confirms that they have read both this Sales Order Form and the Bid Management Terms and Conditions and agree to be bound by their terms. Unless the context otherwise requires, definitions that are used in the Bid Management Terms and Conditions have the same meaning in this Sales Order Form. The Agreement shall be legally formed, and the parties shall be legally bound, when both the Supplier and the Customer have both signed this Sales Order Form.

For and on behalf of the Supplier		For and on behalf of the Customer	
Signed		Signed	
Name (Print)		Name (Print)	
Position		Position	
Date		Date	

BID MANAGEMENT SERVICES TERMS AND CONDITIONS (these Terms and Conditions)

1 Definitions and interpretation

1.1 In the Agreement:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity;
Agreement	means these Terms and Conditions together with the Sales Order Form and any document referred to in these Terms and Conditions or the Sales Order Form;
Bid	means the bid by the Customer for the Lots and Frameworks agreed between the Supplier and the Customer, as set out in the Sales Order Form;
Bribery Laws	means the Bribery Act 2010;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Commencement Date	has the meaning given in clause 2.5;
Completion	has the meaning given in clause 4.1 and Complete , Completed and similar expressions shall be construed accordingly;
Confidential Information	has the meaning given to it in clause 14.1;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls , Controlled and under common Control shall be interpreted accordingly;
Customer Materials	means any material reasonably required to be provided by the Customer or its Affiliates to the Supplier relating to the Services (and any modifications to that material);
Deliverables	means the deliverables ancillary to the supply of the Services, including any media on which the results of the Services are supplied;
Force Majeure	has the meaning given in clause 20.1;
Framework	means an agreement between one or more contracting authorities and one or more

suppliers which establishes the terms and conditions (including as to price and, where appropriate, quantity) under which contracts may be awarded during the Term;

Good Industry Practice

means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances;

Intellectual Property Rights

means copyright, rights related to copyright such as moral rights and performers' rights, patents, rights in inventions, rights in Confidential Information, Know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software, mask works, topography rights, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

Know-how

means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, the results and procedures for experiments and tests, reports, component lists, manuals, instructions, designs, sketches, drawings, information relating to customers and suppliers (whether written or in any other form and whether confidential or not);

Law

means:

- (a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;
- (b) the common law and laws of equity as

	applicable to the parties from time to time;
	(c) any binding court order, judgment or decree;
	(d) any applicable industry code, policy or standard; or
	(e) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
Lots	means a distinct part or subdivision of a Framework or procurement process, identified in the procurement documents, under which suppliers may be appointed and contracts awarded for particular categories of goods, services or works.
Modern Slavery Policy	means the Supplier's anti-slavery and human trafficking policy as updated by the Supplier from time to time;
MSA Offence	has the meaning given in clause 16.1.1;
Price	means the price of any of the Services determined under clause 7;
Representatives	has the meaning given to it in clause 14.2.1;
Sales Order Form	means the written document which the Supplier provides to the Customer containing specific information relating to Services including details of the Framework, Lots, Price and Timetable;
Services	means the services listed in the Sales Order Form;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their subcontractors who are engaged in the performance of the Services from time to time;
Term	has the meaning given to it in clause 12.1;
Timetable	means the timetable for the delivery of the Services and the Deliverables as set out in the

Sales Order Form and as may be updated by the Supplier from time to time; and

VAT

means value added tax, as defined by the Value Added Tax Act 1994;

1.2 In the Agreement:

- 1.2.1 a reference to a clause is to a clause of these Terms and Conditions;
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to writing or written includes email;
- 1.2.5 a reference to a gender includes the other gender and the neutral;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.8 any clause heading in the Agreement are included for convenience only and shall have no effect on the interpretation of the Agreement; and
- 1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

2 Agreement

- 2.1 The terms of the Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Customer in whatever form and at whatever time. These Terms and Conditions apply to the provision of Services, by the Supplier to the Customer under the Agreement.
- 2.2 Save as expressly provided in the Agreement, the Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the parties preceding the Commencement Date and in any way relating to the subject matter of the Agreement and to the exclusion of any representations not expressly stated in the Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each party acknowledges that it has not entered into the Agreement based on any representation that is not expressly incorporated into the Agreement.
- 2.3 The Agreement constitutes the whole agreement and understanding of the parties as to the subject matter of the Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in the Agreement.

- 2.4 The Customer providing the Supplier with a signed version of the Sales Order Form (previously produced and submitted to the Customer by the Supplier) shall be deemed to be an offer by the Customer to receive the Services from the Supplier subject to the provisions of the Agreement.
- 2.5 The Agreement shall be legally formed and the parties shall be legally bound on the date when the Supplier, following its receipt of a version of the Sales Order Form signed by the Customer pursuant to clause 2.4, countersigns the Sales Order Form and provides a copy signed by both parties to the Customer (**Commencement Date**).
- 2.6 Any purchase order provided by the Customer to the Supplier (and any terms and conditions attached or referred to in it) for the Supplier's provision of the Services, shall be purely for the Customer's administrative purposes and shall not, under any circumstances (and no matter on how many occasions such terms are provided by the Customer) form part of the Agreement whatsoever.

3 Customer obligations

- 3.1 The Supplier agrees to supply, and the Customer agrees to purchase, the Services on the terms set out in the Agreement.
- 3.2 The Customer shall at all times and in all respects:
- 3.2.1 perform its obligations in accordance with the terms of the Agreement;
 - 3.2.2 co-operate with the Supplier to ensure delivery of the Customer Materials and Services in accordance with the Timetable;
 - 3.2.3 ensure that all Customer Materials provided to the Supplier for the provision of the Services are suitable for the performance of the Services;
 - 3.2.4 pay the Price for the Services in accordance with the provisions of clause 8;
 - 3.2.5 co-operate with the Supplier in all matters arising under the Agreement or otherwise relating to the performance of the Services, including without limitation monitoring for updates from the Supplier or any third parties;
 - 3.2.6 inform the Supplier in a timely manner of any matters which may affect the provision of the Services; and
 - 3.2.7 obtain and maintain all necessary licences, permits and consents required to enable the Supplier to perform the Services and otherwise comply with its obligations under the Agreement.

4 Performance of the services

- 4.1 The Services shall be deemed to have been completed in full and in accordance with the terms of the Agreement upon completion of all actions on the Timetable (**Completion**).
- 4.2 The Supplier shall use its reasonable endeavours to perform the Services in accordance with any commencement or end dates specified for performance, including the Timetable. Any Services which do not have specified commencement or end dates shall be performed by the Supplier within a reasonable period of time.

- 4.3 The Supplier shall not be liable for any delay or failure in Completion caused by:
- 4.3.1 the Customer's failure to provide the Supplier with adequate instructions for performance of the Services;
 - 4.3.2 the Customer's failure to meet the requirements for a person to apply to be a supplier on a Frameworks where the Customer either met those requirements at the date they entered into a contract for the Services or did not meet those requirements and failed to inform the Supplier;
 - 4.3.3 the Customer's failure to comply with the provisions of clause 3.2;
 - 4.3.4 the Customer's failure to supply the Customer Materials in a timely manner; or
 - 4.3.5 Force Majeure.
- 4.4 If following the release of the requirements for a person to apply to be supplier on a Framework the Supplier is reasonably of the opinion that the Customer will not be able to submit a successful Bid, and would not at the date they entered into a contract for the Services have been able to submit a successful bid based on the relevant release of the requirements, then the Supplier shall have the right to transfer the Customer to the next available Framework which in the Suppliers reasonable opinion meets the requirements of the Customer.

5 Warranty

- 5.1 The Customer warrants that:
- 5.1.1 it has the right, power and authority to enter into the Agreement and grant to the Supplier the rights (if any) contemplated in the Agreement; and
 - 5.1.2 the Customer Materials and all other information, documents, materials, data or other items provided by the Customer pursuant to the Agreement do not infringe the Intellectual Property Rights of any third party.
- 5.2 The Supplier warrants that:
- 5.2.1 the Services shall be performed in accordance with Good Industry Practice; and
 - 5.2.2 subject to the Customer complying with its obligations under the Agreement, the Supplier will submit the Bid before the deadline for submission for the Bid (as outlined in the Timetable).
- 5.3 The Supplier shall not be liable for any failure of the Services or the Deliverables to comply with the provisions of clause 5.2 where the same arises directly or indirectly and whether in whole or in part as a result of:
- 5.3.1 a breach by the Customer of any of its obligations under the Agreement;
 - 5.3.2 Force Majeure;
 - 5.3.3 any design, specification or requirement of the Customer; or
 - 5.3.4 use of the Customer Materials.

- 5.4 Except as set out in this clause 5:
- 5.4.1 the Supplier gives no warranty and makes no representations in relation to the Services;
 - 5.4.2 the Supplier shall have no liability for any non-compliance with the warranty in clause 5.2, and
 - 5.4.3 the conditions implied by the Supply of Goods and Services Act 1982, ss 12–16 (inclusive) are expressly excluded.
- 5.5 The Customer acknowledges that the Supplier is not and cannot be aware of the extent of any potential loss or damage to the Customer resulting from any failure of the Services, any delay in Completion or any failure by the Supplier to discharge its obligations under the Agreement.
- 5.6 The provisions of this clause 5 set out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 5.2 or for any other error or defect in the Deliverables or defective performance of the Services.

6 Suspension of services

- 6.1 If the Supplier is prevented or delayed in performing the Services by any cause attributable to the Customer, the Supplier (without prejudice to its other rights):
- 6.1.1 may suspend performance of the Services until the Customer remedies its default;
 - 6.1.2 shall not be liable for any costs or losses sustained by the Customer as a result of such suspension; and
 - 6.1.3 may charge the Customer (and the Customer shall pay under the Agreement) costs or losses incurred by the Supplier arising from the Customer's default, subject to clause 10.

7 Price

- 7.1 The Price payable by the Customer for the Services shall be as set out in the Sales Order Form.
- 7.2 The Price is exclusive of VAT (or equivalent sales tax). The Customer shall pay any applicable VAT (or equivalent sales tax) to the Supplier on receipt of a valid VAT invoice.
- 7.3 The Supplier shall be entitled to be reimbursed by the Customer for all out-of-pocket expenses (including travelling and entertainment expenses but not parking fines or road traffic offence fines) incurred by the Supplier and the Supplier Personnel in the proper provision of the Services, subject to the production of corresponding receipts and the Supplier will include any such expenses on invoices rendered.

8 Payment

- 8.1 The Supplier shall invoice the Customer for the Services in accordance with the details set out in the Sales Order Form, or at any time in the case of any expenses invoiceable in accordance with clause 7.3.

- 8.2 The Customer shall pay all invoices:
- 8.2.1 in accordance with the details set out in the Sales Order Form; or
 - 8.2.2 in the case of any invoice issued in accordance with clause 7.3, in full in cleared funds within 5 Business Days of the date of each invoice;
- in each case to the bank account nominated by the Supplier.
- 8.3 Where sums due hereunder are not paid in full by the due date:
- 8.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at the rate of six percent (6%) per annum above the base rate for the time being of the Bank of England; and
 - 8.3.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

9 Intellectual Property Rights

- 9.1 In consideration of the Price payable under the Agreement the Supplier grants to the Customer a non-exclusive licence to use for the purposes of the Agreement the Intellectual Property Rights in the Services and the Deliverables and all other materials created by the Supplier pursuant to the Agreement.
- 9.2 Except as expressly agreed above, no Intellectual Property Rights of either party are transferred or licensed as a result of the Agreement.
- 9.3 Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or Know-how acquired or developed or used in connection with the Agreement provided always that such skills, techniques or Know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

10 Limitation of liability

- 10.1 The extent of the Supplier's liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.
- 10.2 Subject to clause 10.5, the total liability of the Supplier shall not exceed the Price.
- 10.3 Subject to clause 10.5, the Supplier shall not be liable for consequential, indirect or special losses.
- 10.4 Subject to clause 10.5, the Supplier shall not be liable for any of the following (whether direct or indirect):
- 10.4.1 loss of profit;
 - 10.4.2 loss of revenue;
 - 10.4.3 loss or corruption of data;

- 10.4.4 loss or corruption of software or systems;
 - 10.4.5 loss or damage to equipment;
 - 10.4.6 loss of use;
 - 10.4.7 loss of production;
 - 10.4.8 loss of contract;
 - 10.4.9 loss of commercial opportunity;
 - 10.4.10 loss of savings, discount or rebate (whether actual or anticipated);
 - 10.4.11 harm to reputation or loss of goodwill; and/or
 - 10.4.12 wasted expenditure.
- 10.5 Notwithstanding any other provision of the Agreement, the liability of the Supplier shall not be limited in any way in respect of the following:
- 10.5.1 death or personal injury caused by negligence;
 - 10.5.2 fraud or fraudulent misrepresentation;
 - 10.5.3 breach of any obligation as to title implied by:
 - (a) section 12 of the Sale of Goods Act 1979;
 - (b) section 2 of the Supply of Goods and Services Act 1982; or
 - (c) section 8 of the Supply of Goods (Implied Terms) Act 1973;
 - 10.5.4 liability for defective products under section 2 of the Consumer Protection Act 1987;
 - 10.5.5 any other losses which cannot be excluded or limited by Law;

11 Insurance

- 11.1 The Supplier shall put in place and maintain the following insurance for the duration of the Agreement:
- 11.1.1 public liability insurance for not less than £5,000,000 in respect of each claim; and
 - 11.1.2 professional indemnity insurance for not less than £5,000,000 in respect of each claim.
- 11.2 At the Customer's request, the Supplier shall supply copies of the certificates of insurance.

12 Term and Termination

- 12.1 The Agreement shall begin on the Commencement Date and shall continue until Completion, when it shall automatically terminate without notice (the **Term**).

- 12.2 Without prejudice to any other rights that it may have, either party may terminate the Agreement at any time by giving notice in writing to the other party if:
- 12.2.1 the other party commits a material breach of the Agreement, and such breach is not remediable;
 - 12.2.2 the other party commits a material breach of the Agreement which is not remedied within 14 days of receiving written notice of such breach; or
 - 12.2.3 any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under the Agreement or receive any benefit to which it is entitled.
- 12.3 Without prejudice to any other rights that it may have, the Supplier may terminate the Agreement immediately on written notice to the Customer if the Customer has failed to:
- 12.3.1 pay any amount due under the Agreement on the due date and such amount remains unpaid 10 Business Days after the Customer has received a written notification from the Supplier that the payment is overdue; and/or
 - 12.3.2 provide any item(s) of Customer Material(s) in accordance with the Timetable and such item(s) remain undelivered 5 Business Days after the Customer has received written notification from the Supplier that such item(s) is/are overdue.
- 12.4 Without prejudice to any other rights that it may have, either party may terminate the Agreement at any time by giving notice in writing to the other party if that other party:
- 12.4.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 12.4.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
 - 12.4.3 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 12.4.4 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 12.4.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 12.4.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 12.4.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 12.4.8 has a resolution passed for its winding up;
 - 12.4.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 12.4.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within fourteen days of that procedure being commenced;

- 12.4.11 has a freezing order made against it;
- 12.4.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items; and/or
- 12.4.13 is subject to any events or circumstances analogous to those in clauses 12.4.1 to 12.4.12 in any jurisdiction.
- 12.5 The right of a party to terminate the Agreement pursuant to clause 12.4 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Agreement.
- 12.6 The Supplier may terminate this Agreement at any time by giving not less than 5 Business Days' notice in writing to the Customer if the Customer undergoes a change of Control.
- 12.7 On termination of the Agreement for any reason:
- 12.7.1 the Customer shall immediately pay all outstanding invoices of the Supplier;
- 12.7.2 the Supplier shall promptly invoice the Customer for all Services performed and Deliverables supplied but not yet invoiced and payment for such invoices shall be due immediately on receipt by the Customer;
- 12.7.3 the Customer shall within 5 Business Days return any materials of the Supplier then in its possession or control; if it fails to do so, the Supplier may enter any premises owned by or under the control of the Customer and take possession of them; and
- 12.7.4 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.
- 12.8 The following clauses of the Agreement shall survive termination, howsoever caused:
- 12.8.1 clause 10 (limitation of liability);
- 12.8.2 clause 13 (data protection);
- 12.8.3 clause 12.7 (termination);
- 12.8.4 clause 14 (confidential information);
- 12.8.5 clause 17 (dispute resolution);
- 12.8.6 clause 18 (notices);
- 12.8.7 clause 31 (third party rights); and
- 12.8.8 clauses 32 and 33 (governing law and jurisdiction);
- together with any other provision of the Agreement which expressly or by implication is intended to survive termination.

13 Data protection

Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, set out the Supplier's data protection schedule.

14 Confidential information

14.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 14.2.

14.2 A party may:

14.2.1 subject to clause **Error! Reference source not found.**, disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under the Agreement, provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 14 as if it were a party;

14.2.2 disclose any Confidential Information as may be required by Law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

14.2.3 subject to clause **Error! Reference source not found.**, use Confidential Information only to perform any obligations under the Agreement.

14.3 Each party recognises that any breach or threatened breach of this clause 14 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

14.4 This clause 14 shall bind the parties during the Term and for a period of ten years following termination of the Agreement.

14.5 To the extent any Confidential Information is Protected Data (as defined in the data protection schedule), such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with the terms of the data protection schedule.

15 Anti-bribery

15.1 For the purposes of this clause 15, the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.

15.2 The Customer shall ensure that it and each person referred to in clauses 15.2.1 to 15.2.3 (inclusive) does not, by any act or omission, place the Supplier in breach of any Bribery Laws. The Customer shall comply with all applicable Bribery Laws, ensure that it has in place adequate procedures to prevent any breach of this clause 15 and ensure that:

15.2.1 all of the Customer's personnel and all direct and indirect sub-contractors, suppliers, agents and other intermediaries of the Customer;

15.2.2 all others associated with the Customer; and

15.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 15.2.1 and/or 15.2.2,

involved in performance of obligations under the Agreement so comply.

15.3 Without limitation to clause 15.2, the Customer shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

15.4 The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 15.

15.5 Any breach of this clause 15 by the Customer shall be deemed a material breach of the Agreement that is not remediable and shall entitle the Supplier to immediately terminate the Agreement by notice under clause 12.2.1.

16 Modern slavery

16.1 The Customer undertakes, warrants and represents that:

16.1.1 neither the Customer nor any of its officers, employees, agents or sub-contractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

16.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

16.1.3 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under Clause 16. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

16.2 Any breach of clause 16.1 by the Customer shall be deemed a material breach of the Agreement that is not remediable and shall entitle the Supplier to immediately terminate the Agreement by notice under clause 12.2.1.

17 Dispute resolution

- 17.1 Any dispute arising between the parties out of or in connection with the Agreement shall be dealt with in accordance with the provisions of this clause 17.
- 17.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 17.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 17.3.1 within 7 days of service of the notice, the Representatives of the parties shall meet to discuss the dispute and attempt to resolve it; and
- 17.3.2 if the dispute has not been resolved within 7 days of the first meeting of the Representatives, then the matter shall be referred to the managing directors (or persons of equivalent seniority). The managing directors (or equivalent) shall meet within seven days to discuss the dispute and attempt to resolve it.
- 17.4 The specific format for the resolution of the dispute under clause 17.3.1 and, if necessary, clause 17.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 17.5 If the dispute has not been resolved within 14 days of the first meeting of the managing directors (or equivalent) under clause 17.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

18 Notices

- 18.1 Any notice given by a party under the Agreement shall be:
- 18.1.1 in writing and in English;
- 18.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and
- 18.1.3 sent to the relevant party at the address set out in the Sales Order Form.
- 18.2 Notices may be given, and are deemed received:
- 18.2.1 by hand: on receipt of a signature at the time of delivery;
- 18.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- 18.2.3 by email provided confirmation is sent by first class post on receipt of a: delivery email from the correct address.
- 18.3 Any change to the contact details of a party as set out in the Sales Order Form shall be notified to the other party in accordance with clause 18.1 and shall be effective:
- 18.3.1 on the date specified in the notice as being the date of such change; or
- 18.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

- 18.4 All references to time are to the local time at the place of deemed receipt.
- 18.5 This clause does not apply to notices given in legal proceedings or arbitration.

19 Announcements

- 19.1 Subject to clause 19.2, no announcement or other public disclosure concerning the Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release.
- 19.2 If a party is required to make an announcement or other public disclosure concerning the Agreement or any of the matters contained in it by Law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:
- 19.2.1 notify the other party as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by Law, by the court or by the authority requiring the relevant announcement or public disclosure;
 - 19.2.2 make the relevant announcement or public disclosure after consultation with the other party so far as is reasonably practicable; and
 - 19.2.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other party as to its form and content and the manner of its release, so far as is reasonably practicable.

20 Force Majeure

- 20.1 In the Agreement, **Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement. The Customer acknowledges and agrees that the inability to pay the Price is not Force Majeure, nor is any event or sequence of events that directly or indirectly results in the Customer being unable to pay the Price.
- 20.2 For the avoidance of doubt, no delay caused by:
- 20.2.1 any Framework provider delaying the Bid process or timetable;
 - 20.2.2 any matter covered by clause 4.3;
 - 20.2.3 the transfer of any Bid from one Framework to another pursuant to clause 4.4,
- shall constitute Force Majeure.
- 20.3 A party shall not be liable if delayed in or prevented from performing its obligations under the Agreement due to Force Majeure, provided that it:
- 20.3.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 20.3.2 uses reasonable endeavours to minimise the effects of that event.
- 20.4 If, due to Force Majeure, a party:

20.4.1 is unable to perform a material obligation; or

20.4.2 is delayed in or prevented from performing its obligations for a continuous period of more than 20 Business Days,

either party may terminate the Agreement on not less than 2 weeks' written notice.

21 Further assurance

Each party shall at the request of the other party, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to the Agreement.

22 Variation

No variation of the Agreement shall be valid or effective unless it is in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.

23 Assignment and sub-contracting

23.1 The Supplier may at any time assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under the Agreement, provided that it gives prior written notice to the Customer.

23.2 The Customer shall not assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under the Agreement, in whole or in part, without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).

24 Set off

Each party shall pay all sums that it owes to the other party under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by Law.

25 No partnership or agency

The parties are independent and are not partners or principal and agent and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

26 Severance

26.1 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected.

26.2 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

27 Waiver

- 27.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by Law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 27.2 No single or partial exercise of any right, power or remedy provided by Law or under the Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 27.3 A waiver of any term, provision, condition or breach of the Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

28 Compliance with law

Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under the Agreement, its Representatives will comply with all Laws, provided that neither party shall be liable for any breach of this clause 28 to the extent that such breach is directly caused or contributed to by any breach of the Agreement by the other party (or its Representatives).

29 Conflicts within agreement

- 29.1 In the event of any conflict or inconsistency between different parts of the Agreement, the following descending order of priority applies:
- 29.1.1 Sales Order Form; and
- 29.1.2 these Terms and Conditions; and
- 29.1.3 any other document referred to in the Agreement.

30 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement.

31 Third party rights

- 31.1 Except as expressly provided for in clause 31.2, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Agreement.
- 31.2 The Affiliates of the Supplier shall have the right to enforce the provisions of the Agreement.

32 Governing law

The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).

DATA PROTECTION SCHEDULE

1 Definitions

1.1 In this data protection schedule:

applicable law means applicable law of the United Kingdom (or of a part of the United Kingdom);

Controller has the meaning given in applicable Data Protection Laws from time to time;

Data Protection Laws means, as binding on either party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement or supplement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Data Subject has the meaning given in applicable Data Protection Laws from time to time;

GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part from time to time);

International Organisation has the meaning given in applicable Data Protection Laws from time to time;

Personal Data has the meaning given in applicable Data Protection Laws from time to time;

Personal Data Breach has the meaning given in applicable Data Protection Laws from time to time;

Processing has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed and processes shall be construed accordingly);

Processor has the meaning given in applicable Data Protection Laws from time to time;

Protected Data means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Agreement; and

Sub-Processor means any Processor engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data on behalf of the Customer.

2 Customer's compliance with Data Protection Laws

The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Agreement. The Customer shall, at all times, comply with all Data Protection Laws in connection with the processing of

Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Agreement) shall at all times be in accordance with all Data Protection Laws. Nothing in the Agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

3 Supplier's compliance with Data Protection Laws

The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Agreement.

4 Indemnity

The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this data protection schedule.

5 Instructions

5.1 The Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the instructions of the Customer, this data protection schedule, and the Agreement (including with regard to any transfer to which paragraph 11 relates), except to the extent:

5.1.1 that alternative processing instructions are agreed between the parties in writing; or

5.1.2 otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

5.2 Without prejudice to paragraph 2, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing. The charges payable to the Supplier shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with this paragraph 5.2.

6 Security

6.1 The Supplier shall implement and maintain the technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7 Sub-processing and personnel

7.1 The Customer acknowledges and agrees that the Supplier shall be entitled to use sub-processors to process Personal Data on the Supplier's behalf and the Customer gives a general authorisation to use sub-processors without obtaining any further specific authorisation provided that the Supplier informs the Customer of such proposed appointment in advance and give the Customer the opportunity to object to the appointment. The Supplier shall take into account any reasonable objections communicated to the Supplier by the

Customer when deciding whether to make the appointment, but the Supplier shall not be bound by such objections.

7.2 The Supplier shall procure that any sub-processors who have access to Personal Data in connection with the Agreement shall be subject to binding contractual obligations which are substantially similar to the terms of this data protection schedule and the Supplier shall remain liable for all acts and omissions of such sub-processors in relation to the processing of the Personal Data.

8 Assistance

8.1 The Supplier shall (at the Customer's cost and expense) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Supplier.

8.2 The Supplier shall (at the Customer's cost and expense) and taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR in respect of any Protected Data.

8.3 The Supplier shall refer to the Customer all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Customer's responsibility to reply to all such requests as required by applicable law.

9 International transfers

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer except where required by applicable law (in which case the provisions of paragraph 5.1 shall apply).

10 Audits and processing

The Supplier shall, in accordance with Data Protection Laws, make available to the Customer on request such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this data protection schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 10). To the extent consistent with the forgoing, the Supplier shall, however, be entitled to withhold information which is commercially sensitive or confidential to it or its other customers.

11 Deletion/return

11.1 On the end of the provision of the Services relating to the processing of Protected Data (the **Processing End Date**), at the Customer's cost and expense and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. To

the extent the Customer has not notified the Supplier within 3 months of the Processing End Date that it requires the return of any Protected Data the Supplier is irrevocably authorised to securely dispose of the Protected Data at the Customer's cost and expense.

12 Survival

12.1 This data protection schedule shall survive termination or expiry of the Agreement:

12.1.1 indefinitely in the case of paragraphs 4 and 12; and

12.1.2 in the case of all other paragraphs and provisions of this data protection schedule, until the later of:

- (a) the termination or expiry of the Agreement; or
- (b) return or secure deletion or disposal of the last of the Protected Data in the Supplier's (or any of its Sub-Processor's) possession or control in accordance with the Agreement.