



Lincolnshire Co-Operative Limited

Standard Purchasing Contract

A copy of these Conditions can be downloaded at: <https://www.lincolnshire.coop/legal-documents>

1 Definitions and Interpretation

1.1 In these Conditions, the following words and expressions shall have the following meanings, unless otherwise stated:

"Bespoke IP"	all Intellectual Property Rights that arise during the provision of Services that are created to meet the Customer's requirements pursuant to a specification agreed between the parties;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England;
"Business Hours"	the period from 9.00 am to 5.00 pm on any Business Day;
"Commencement Date"	has the meaning given in clause 2.3;
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 19.10;
"Confidential Information"	all technical and non-technical information in any form disclosed by one party to the other party by any means, if and for so long as the data and information are protectable as trade secrets by the disclosing party under applicable law, or are otherwise subject to legal rights that give the disclosing party independent of contract, a right to control use and disclosure of the data and information. A non-exhaustive list of examples includes but is not limited to, information regarding a party's (or any of its Group companies') financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties. Information may be Confidential Information regardless of the medium or manner by which it is disclosed, including disclosures orally, electronically, visually or in writing;
"Contract"	the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly;
"Customer"	Lincolnshire Co-Operative Limited (a registered society with registration number IP00141R) having its registered office at 15-23, Tentercroft Street, Lincoln, Lincolnshire, LN5 7DB;



"Customer Materials"	has the meaning set out in clause 5.3.9;
"Data Processing Agreement"	the data processing agreement entered into between the parties; a copy of the Supplier's data privacy notice and data processing agreement can be found at: https://www.lincolnshire.coop/pdfs/page/Data-Processing-Agreement.pdf
"Data Protection Legislation"	means in each case to the extent applicable to the parties and as amended, superseded, replaced or updated from time to time: (i) the UK GDPR; (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (iv) any other applicable data protection and privacy laws;
"Deliverables"	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
"Delivery Location"	has the meaning given in clause 4.2.2;
"Force Majeure Event"	any event beyond the reasonable control of a party to the Contract (excluding any strike, lockout or industrial action involving that party's employees or any other failure in the Supplier's supply chain) which directly causes that party to be unable to comply with all or a material part of its obligations under the Contract where that event does not arise from the act, omission or negligence of that party;
"Goods"	the goods (or any part of them) set out in the Order;
"Group"	any holding company and any subsidiary of either party or any such holding company from time to time (" holding company " and " subsidiary " having the meaning given in section 1159 of the Companies Act 2006);
"Insolvency Event"	the other party: (a) enters liquidation or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, logo, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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;

"Mandatory Policies"	the Customer's business policies notified to the Supplier from time to time;
'Onsite Code of Conduct for Contractors'	means code of conduct for contractors carrying out any work or maintenance or services on any of the Customer premises which can be found at: https://www.lincolnshire.coop/pdfs/page/Code-of-Conduct.pdf
"Order"	the Customer's written order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, invoice, quotation or other similar purchasing document as the case may be;
"Services"	the services, including any Deliverables, to be provided by the Supplier under the Contract; and
"Supplier"	the person or company from whom the Customer purchases the Goods and/or Services;
"TUPE"	the Transfer of Undertakings (Protection of Employees) Regulations 2006 (as amended); and
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

1.2 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.3 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** excludes fax but not email.

2 Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Supplier acknowledges that the Goods and/or Services provided may be for the benefit of other companies within the Customer's Group and that any such company may enforce the terms of the Contract subject to and in accordance with the terms of the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999.

2.3 The Order shall be deemed to be accepted on the earlier of:

2.3.1 the Supplier issuing written acceptance of the Order; or

2.3.2 any act by the Supplier consistent with fulfilling the Order,

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

2.4 The Customer may amend or cancel an Order at any time up to delivery of the Goods or commencement of the supply of the Services without incurring any charges.



- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.7 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 2.8 In the case of a conflict between these Conditions and the Order, the terms of the Order shall prevail.

3 Supply of Goods

- 3.1 The Supplier shall ensure that the Goods shall:
 - 3.1.1 correspond with their description (including their description in any instruction manuals, user guides and other information provided by Supplier or posted to its websites);
 - 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) 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;
 - 3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 24 months after delivery (or such other period as is agreed between the parties in the Order); and
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 Delivery of Goods

- 4.1 The Supplier shall ensure that:
 - 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage
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instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- 4.1.3 it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
 - 4.2.1 on the date specified in the Order or, if no such date is specified, as agreed between the parties;
 - 4.2.2 to the address as is set out in the Order or as instructed by the Customer before delivery ("**Delivery Location**"); and
 - 4.2.3 during Business Hours or as instructed by the Customer.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier:
 - 4.4.1 delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
 - 4.4.2 delivers more than 105% of the quantity of Goods ordered, the Customer 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 Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent or as set out in an Order. Where it is agreed that the Goods are 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 Customer to the remedies set out in clause 7.1.
- 4.6 Title and risk in the Goods shall pass to the Customer on completion of delivery.

5 Supply of Services

- 5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:
 - 5.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade, and not in any way that may bring the Customer or its brand into disrepute;



- 5.3.3 use personnel who are 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 the Contract;
- 5.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Order, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
- 5.3.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

6 Forecasting and Commitment

- 6.1 Where the Customer gives the Supplier a forecast for the Goods and/or Services that it expects to purchase, such forecasting is for informational purposes only and is not binding, unless stated otherwise in an Order.
- 6.2 Nothing in these Conditions is intended to, or shall be deemed to, impose any minimum or continuing purchasing commitment on the part of the Customer.

7 Customer Remedies

- 7.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services in accordance with clause 5.2, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
 - 7.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.1.2 to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
 - 7.1.3 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;
 - 7.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and



- 7.1.5 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
 - 7.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
 - 7.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 7.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
 - 7.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 7.2.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
 - 7.2.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
 - 7.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:
 - 7.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 7.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the charges for the Services (if paid);
 - 7.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 7.3.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
 - 7.3.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 5.3.4.
 - 7.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
 - 7.5 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
 - 7.6 The Customer (or its professional advisers) may during Business Hours and having provided the Supplier with reasonable prior notice:
 - 7.6.1 enter and inspect the Supplier's premises and systems relevant to the provision of Goods and/or Services; and
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- 7.6.2 inspect, audit and take copies of relevant records, and other documents as necessary to verify the Supplier's compliance with these Conditions or any relevant health and safety and hygiene standards. The Supplier must retain such records for six (6) years after fulfilment, termination or expiry of the Contract.

8 Customer's Obligations

The Customer shall:

- 8.1.1 ensure that it provides details of delivery arrangements (including scheduled delivery slots) necessary for delivery of the Goods;
- 8.1.2 provide the Supplier with reasonable access at reasonable times to the Customer's premises (or such other location specified in the Order where the Services will be performed) for the purpose of providing the Services; and
- 8.1.3 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

9 Charges and Payment

- 9.1 The price for the Goods shall be the price set out in the Order, or if no price is quoted, the price agreed in writing between the parties.
- 9.2 No extra charges (including the costs of packaging, insurance and carriage of the Goods) shall be effective unless agreed in writing and signed by the Customer.
- 9.3 The charges for the Services shall be set out in the 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 Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.4 Unless otherwise agreed between the parties in writing, the Supplier shall invoice the Customer on or at any time after completion of delivery (in respect of the Goods) and on completion of the Services (in respect of Services). Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number.
- 9.5 In consideration of the supply of Goods and/or Services by the Supplier, unless otherwise agreed between the parties in writing, the Customer shall pay all undisputed invoiced amounts within 60 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.6 All amounts payable by the Customer 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 Customer, the Customer 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 Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 9.7 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.
- 9.8 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer (and/or any Customer Group Company) against any liability of the Customer (and/or any Customer Group Company) to the Supplier, whether either liability is



present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. 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 the Contract or otherwise.

10 Intellectual Property Rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials or in any Bespoke IP) shall be owned by the Supplier.
- 10.2 All Bespoke IP shall vest in the Customer and the Supplier hereby assigns to the Customer by way of present assignment of future rights all title to and all rights and interest it owns in any Bespoke IP and to take such steps and to sign such documents as are reasonably required to transfer title in any Bespoke IP to the Customer.
- 10.3 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables. The Customer shall not sub-license, assign or otherwise transfer the rights granted by this clause 10.2.
- 10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any Customer Materials to the Supplier for the term of the Contract for the sole purpose of providing the Services to the Customer. The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

11 TUPE

- 11.1 The Supplier and the Customer do not intend that the commencement of the Services will constitute a relevant transfer pursuant to the TUPE regulations in respect of those persons who, on and/or immediately prior to the commencement of the provision of the Services, are wholly or mainly engaged or assigned to carrying out the Services and are either employed by the Customer, or by any existing third party supplier of the Services.
- 11.2 The Supplier and the Customer agree that it is their intention that, on termination of the Services (or any part of the Services), the TUPE regulations will not apply to transfer the employment of any employee engaged by the Supplier or any third party in the provision of the Services to the Customer.
- 11.3 If there are at any time any individuals employed or engaged by the Supplier or any third party whose employment is (or who claim that their employment is) transferred to the Customer by virtue of TUPE as a consequence of entering into the Contract or providing the Services, then the Supplier shall:
- 11.3.1 comply with any reasonable request of the Customer, including to provide relevant information to help facilitate a transfer;
 - 11.3.2 comply with the TUPE regulations, including its consultation obligations; and
 - 11.3.3 indemnify the Customer from and against all losses, damages, costs, actions, awards, penalties, fines, proceedings, claims, demands, liabilities (including any liability to tax), and expenses (including legal and other professional fees and expenses) arising out of or in connection with or as a result of any claim or demand by such individuals.

12 Indemnity

- 12.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including 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 professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

12.1.1 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (including the Deliverables but excluding the Customer Materials);

12.1.2 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 the Goods, as delivered, or the Deliverables; and

12.1.3 any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the 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, its employees, agents or subcontractors.

12.2 This clause 12 shall survive termination of the Contract.

13 Liability

13.1 Nothing in these Conditions limits or excludes any liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other matter that cannot be limited or excluded at law.

13.2 Nothing in these Conditions limits or excludes any liability under clauses 11.3.3 (TUPE), 12.1.1 and 12.1.2 (indemnity), 16 (data protection) and 19.5 (compliance with laws).

13.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

13.4 Subject to clause 13.1, and except as provided by clauses 13.2 and 13.3, each party's total liability shall not exceed the greater of: (i) £100,000; and (ii) 100% of the fees paid or payable by the Customer to the Supplier pursuant to the Contract.

14 Insurance

14.1 During the Contract and for a period of 6 years after its fulfilment, expiry or termination, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

14.1.1 public liability insurance with a limit of at least £10 million per claim;

14.1.2 product liability insurance with a limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year; and

14.1.3 employer's liability insurance with a limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year.

15 Confidentiality

15.1 Each party undertakes that it shall not at any time during the Contract and for a period of 5 years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's confidential information:

15.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights



or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Neither party shall use the 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.

16 Data Protection

16.1 The parties agree to comply with their respective obligations under the Data Protection Legislation. Any processing (having the meaning given to it in the UK GDPR) under the Contract will be subject to the Data Processing Agreement.

17 Termination

17.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract:

17.1.1 with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of the Data Processing Agreement; or

17.1.2 for convenience by giving the Supplier one (1) month's written notice (or such other period as is expressly set out in an Order).

17.2 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:

17.2.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

17.2.2 one or more of the following applies to the other party: (i) it ceases to trade; (b) it is unable to pay its debts; and/or (c) it suffers an Insolvency Event; or

17.2.3 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.

18 Consequences of Termination

18.1 On termination of the Contract, 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 returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

18.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, 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.

18.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

19 General

19.1 **Applicable Laws and Mandatory Policies.** Both parties shall comply with all applicable laws, statutes, regulations from time to time in force. In performing its obligations under the



Contract, the Supplier shall comply with the Mandatory Policies and shall have and maintain in place throughout the term of the Contract its own relevant policies and procedures.

- 19.2 **Force Majeure.** Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving five (5) Business Days' written notice to the affected party.
- 19.3 **Non-Solicitation.** Unless otherwise approved in writing, for the term of the Contract and for a period of 12 months thereafter, the Supplier shall not directly or through a third party solicit, engage or employ any Employee or contractor of the Customer who was involved in the Contract.
- 19.4 **Notices.**
- 19.4.1 Notices required to be given under the Contract may be sent by email. If a notice is sent personally or by pre-paid international post, recorded delivery or commercial courier, a copy of the notice must also be sent by email to the address notified to that party from time to time. Notices will be deemed to have been duly received:
- 19.4.1.1 if delivered personally, when left at the registered address of the relevant party or otherwise the address notified by the recipient to the other party in writing;
- 19.4.1.2 if sent by pre-paid international post or recorded delivery (or such other international equivalents), at 9.00 am on the fifth day (excluding weekends and public holidays) after posting;
- 19.4.1.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- 19.4.1.4 if delivered by email, at the time of transmission.
- 19.4.2 If deemed receipt under clause 19.4.1 would occur outside Business Hours in the place of receipt, it shall be deferred until business hours resumes.
- 19.4.3 Clause 19.4.1 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.
- 19.5 **Bribery Act 2010, Modern Slavery Act 2015 and Criminal Finances Act 2017.** The Supplier shall comply with the Bribery Act 2010, Modern Slavery Act 2015 and the Criminal Finances Act 2017 and not do, or omit to do, any act that will cause the Customer to be in breach of the Bribery Act 2010, Modern Slavery Act 2015 or the Criminal Finances Act 2017.
- 19.6 **Assignment and Transfer.** The Supplier shall not subcontract, assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of the Customer.
- 19.7 **Further Assurance.** The Supplier shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract.
- 19.8 **Entire Agreement.** The Contract (and the documents referred to within it) contains all the terms which the parties have agreed with respect to its subject matter and supersedes all previous agreements and understandings between the parties (whether oral or in writing) relating to such subject matter. Each party acknowledges and agrees that it has not been induced to enter into the Contract by a statement or promise which it does not contain or is



not contained in a document referenced within it. All warranties, conditions and other terms (whether express or implied) that are not set out in the Contract are (to the fullest extent permitted by law) excluded from the Contract.

19.9 **Third Party Rights.**

19.9.1 To the extent to which any Goods and/or Services provided pursuant to the Contract are for the benefit of any Customer Group company in accordance with clause 2.2, that company may enforce the terms of the Contract subject to and in accordance with the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999.

19.9.2 Any Customer Group company may enforce the terms of clause 9.8 subject to and in accordance with the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999.

19.9.3 Except as provided in clauses 19.9.1 and 19.9.2, a person who is not a party to the Contract shall not have any rights to enforce any term of the Contract.

19.10 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

19.11 **Waiver.** A waiver of any rights or remedies under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

19.12 **No partnership or agency.** Nothing in these Conditions 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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19.13 **Severability.** If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from the Contract in so far as the Contract relates to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of the Contract shall not be affected or impaired.

19.14 **Governing Law and Jurisdiction.** The Contract 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 English law. Save that claims may be brought in any competent jurisdiction for: (i) injunctive relief; and (ii) claims relating to intellectual property or for breaches of confidentiality obligations, 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 the Contract or its subject matter or formation.



Dated this day of 202

Signed on behalf of the Supplier by;

Name:

Position:

Signature

Signed on behalf of the Customer by;

Name:

Position:

Signature