



# TERMS AND CONDITIONS FOR THE PURCHASE OF WASTE SERVICES

## INTERPRETATION

1.1 In these terms and conditions the following words have the following meanings:

**"Adequate Procedures"** - such procedures as are required so as to comply with Section 7(2) of the Bribery Act 2010 (and any guidance issued under Section 9 of that Act);

**"Anti-Bribery Laws"** - all applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010;

**"Anti-Bribery Policies"** - the Customer's ethics, anti-bribery and anti-corruption policies (which can be found online at <https://redindustries.co.uk/wp-content/uploads/2022/06/Anti-bribery-and-Anti-Corruption-Policy-June-2022.pdf>) and any relevant industry code on anti-bribery, in each case as the Customer or the relevant industry body may update them from time to time;

**"Associated Person"** - shall have the meaning given to such expression in Section 8 of the Bribery Act 2010;

**"Business Day"** - means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Commencement Date"** - has the meaning given to it in Condition 2.2.2

**"Contract"** - the contract between the Supplier and the Customer for the provision of the Goods and/or Services by the Supplier (which shall for the avoidance of doubt be deemed to include these Terms and Conditions and any Specification);

**"Customer"** - the Person(s) (part of the Red Group) who purchases the Goods and/or Services from the Supplier and for the purposes of these Terms and Conditions such expression shall be deemed to include the employees, agents, sub-contractors or carriers of such Persons(s);

**"Customer Materials"** - shall have the meaning given to it in Condition 3.1.10

**"Data Protection Legislation"** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, , the privacy of electronic communications);

**"Defect"** means Services not carried out as required by the Contract or Order and/or Goods provided that do not conform with the Contract or Order;

**"Deliverables"** - means the Deliverables as set out the Order or Specification;

**"Environment"** - means the natural and man-made environment including all or any of the following media: air (including air within buildings and other natural or man-made structures above or below the ground), water, land, and any ecological systems and living organisms (including man) supported by those media.

**"Environmental Laws"** - all or any Laws relating to the pollution or protection of the Environment or harm to or the protection of human health and safety or the health of animals and plants and/or all Laws relating to Waste from time to time in force;

**"Environmental Permits"** - means any permits, consents, licences, certificates, notices, filings, lodgements, agreements, directions, declarations, registrations, notifications, exemptions, variations, renewals, permissions and amendments and other authorisations and approvals including any conditions thereof required or provided under Environmental Laws

**"Goods"** means any goods to be provided by the Supplier in accordance with these Terms and Conditions;

**"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, 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.

**"Laws"** - all or any applicable law (whether criminal, civil or administrative), common law, judgment, court order, statute, statutory instrument, regulation, directive, European Union decision (insofar as legally binding), bye-law, treaty, government circular, code of practice and guidance notes or instruction or decision of any competent regulatory body, including the Environmental Laws;

**"Loss"** - any and all actions, awards, proceedings or claims, complaints, costs, expenses (including legal expenses and disbursements), penalties, damage or loss (including loss of profit);

**"Mandatory Policies"** means the Anti-Bribery and the Customer's Data Privacy Policy and the Modern Slavery and Human Trafficking Policy (which can be found online at [insert link]).

**"Order"** - the relevant purchase order provided by the Customer in respect of each Contract;

**"Person"** - any individual, firm, company, incorporated association, partnership, government, state, or agency of state, or joint venture;

**"Red Group"** means Red Industries Ltd (company number 07099708) and any holding company or subsidiary of Red Industries Ltd and any subsidiary of Red Industries Ltd's holding company from time to time. The terms "holding company" and "subsidiary" shall have the meanings ascribed to them under section 1150 of the Companies Act 2006;

**"Services"** - the services to be performed by the Supplier in accordance with these Terms and Conditions, including the delivery of any Goods where applicable;

**"Site"** - any land or premises of the Customer;



**"Specification"** - means the specification of the Goods and/or Services, as agreed between the parties in writing;

**"Supplier"** the person or firm from whom the Customer purchases the Goods and/or Services;

**"Terms and Conditions"** means these Purchase Terms and Conditions;

**"Waste"** - any waste classified as hazardous or non-hazardous, including any by-product of an industrial process and anything that is discarded, disposed of, spoiled, abandoned, unwanted or surplus, irrespective of whether it is capable of being recovered or recycled or has any value (as the case may be) as the Customer is permitted to receive and recycle or treat and dispose of from time to time in accordance with any Environmental Permits in force from time to time in relation to any Site.

1.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

1.3 Words imparting the singular include the plural and vice versa.

1.4 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.

1.5 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.6 A reference to **written** or **writing** includes email.

1.7 References to any statute or statutory provisions is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under the relevant statute or statutory provisions.

## 2. APPLICATION OF TERMS

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

2.2 The Order shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order or the occurrence of any act by the Supplier consistent with fulfilling the Order at which point and on which date the Contract shall come into existence (the **"Commencement Date"**).

2.3 Each accepted Order shall constitute a separate Contract. These Terms and 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. 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.

2.4 Any variation to these Terms and Conditions and any representations (other than those set out in these Terms and Conditions) about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a director or duly authorised representative of the Customer.

## 3. SUPPLIER'S OBLIGATIONS

3.1 In providing the Services the Supplier shall:

3.1.1 perform the Services with reasonable care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

3.1.2 co-operate with the Customer in all matters relating to the Services and comply with all reasonable instructions of the Customer;

3.1.3 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;

3.1.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier.

3.1.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

3.1.6 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;

3.1.7 obtain and at all times maintain all Environmental Permits, licences and consents which may be required for the provision of the Services;

3.1.8 comply with all Laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services, and with the Mandatory Policies;

3.1.9 observe all health and safety rules and regulations and any other security requirements that apply at any Site;

3.1.10 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 or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation.

3.1.11 not do or omit to do anything which may cause the Customer to impinge upon or lose any Environmental Permit, licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services;

3.1.12 comply with Environmental Laws and Environmental Permits and including its obligations in respect thereof in relation to any Waste. For the avoidance of doubt this includes any waste management duty of care, record-keeping obligations and notification requirements under all Laws relating to the transport, storage and disposal of Waste and/or all Environmental Laws;

3.1.13 ensure that all vehicles, trailers and any containers used are sound, suitable for their purpose and comply with all Laws relating thereto.

3.1.14 The Supplier shall meet any performance dates for the Services specified in the Order, the Specification or that the Customer otherwise notifies to the Supplier.

3.2 In providing the Goods, the Supplier shall:

3.2.1 manufacture, pack and supply the Goods with reasonable care and skill in accordance with all generally accepted industry standards and practices and the Laws.

3.2.2 ensure that the Goods conform with all descriptions, standards and specifications set out in the Specification, and that Goods shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;;

3.2.3 maintain in force all Environmental Permits, licences, permissions, authorisations, consents and permits needed to manufacture and supply the Goods in accordance with these terms;



- 3.2.4 comply with all Laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling and delivery of the Goods;
- 3.2.5 ensure that the correct number of Goods is delivered, in accordance with the Order, or as otherwise agreed between the parties; and
- 3.2.6 meet any dates for delivery of the Goods specified in the Order, the Specification or that the Customer otherwise notifies to the Supplier.

#### 4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
  - 4.1.1 co-operate with the Supplier in all matters relating to the Goods and/or Services;
  - 4.1.2 provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to its Sites, data and other facilities where reasonably required by the Supplier to carry out the Services;
  - 4.1.3 provide, to the Supplier in a timely manner and at no charge, all documents, information, items and material in the Customer's possession or control, which is reasonably required by the Supplier to carry out the Services; and
  - 4.1.4 inform the Supplier of all health and safety and security requirements that apply at any of the Sites relevant to the provision of the Services.
- 4.2 Where, due to ground conditions, it is necessary to tow vehicles on Site, the Customer accepts no liability for any damage caused due to such towing and the Supplier must ensure that their vehicles are suitable for this purpose.

#### 5. CUSTOMER REMEDIES

- 5.1 If the Supplier fails to perform the Services, or provide the Goods by the applicable dates or supplies Services or Goods which do not comply with the Order, Specification, Deliverables or these Terms and Conditions, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
  - 5.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 5.1.2 to refuse to accept any subsequent performance of the Services, or delivery of Goods which the Supplier attempts to make;
  - 5.1.3 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;
  - 5.1.4 to require a refund from the Supplier of sums paid in advance for Goods or Services that the Supplier has not provided; and
  - 5.1.5 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 or the standard of service/goods supplied fall short of the performance requirements.
- 5.2 These Terms and Conditions shall extend to any substituted or remedial goods and/or services provided by the Supplier.
- 5.3 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.

#### 6. INSURANCE

- 6.1 During the term of the Contract and for a period of 6 years thereafter the Supplier shall maintain in force the following insurance policies with reputable insurance companies:
  - 6.1.1 public liability insurance with a limit of at least £10 million a claim;
  - 6.1.2 product liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year;
  - 6.1.3 employer's liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in a single calendar year
- 6.2 In addition to the requirements of clause 6.1, during the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, the insurance policies set out in the Order
- 6.3 On the Customer's request, the Supplier shall produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance policy required to be taken out pursuant these Terms and Conditions.

#### 7. CONFIDENTIALITY

- 7.1 Each party undertakes that it shall not at any time during the Contract or at any time after termination of the Contract, disclose to any person any information concerning the business, affairs, customers, clients or suppliers of the other party, regardless of whether it is marked as confidential, "**Confidential Information**" except as permitted by Condition 7.2.2.
- 7.2 Each party may disclose the other party's Confidential Information:
  - 7.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition 7;
  - 7.2.2 obtained independently; and
  - 7.2.3 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations, or receive additional and undeclared benefits under the Contract.

#### 8. FORCE MAJEURE

- 8.1 Neither party shall be liable to the other in any manner nor be deemed to be in breach of Contract because of any delay in performing or any failure to perform any of its obligations under the Contract if the delay or failure was due to any unforeseeable cause beyond that party's reasonable control.
- 8.2 Without prejudice to the generality of Condition 8.1 the following shall be included as causes beyond its reasonable control (a "**Force Majeure Event**");



- 8.2.1 governmental actions (including the Environment Agency or Scottish Environment Protection Agency as appropriate) war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition;
- 8.2.2 act of God, fire, explosion, flood, epidemic, pandemic or accident;
- 8.2.3 weather conditions making a Site inaccessible or making it impractical or unsafe to operate a Site (in each case in the opinion of the Customer);
- 8.2.4 embargoes;
- 8.2.5 labour disputes, excluding disputes of the Supplier's workforce, agents and subcontractors;
- 8.2.6 unlawful acts by any third parties which prevent access to a Site; or
- 8.2.7 closure or breakdown of the Site.

8.3 If the Force Majeure Event continues for 10 days or more, the Customer shall be entitled to terminate a Contract with immediate effect, without liability to the Supplier.

## **9. PASSING OF PROPERTY AND RISK**

9.1 Risk and title in Goods and/or Deliverables delivered to the Customer shall pass to the Customer on delivery.

9.2 Goods and Deliverables or other items provided in connection with the Services will comply with requirements specified in the Contract or Specification or if no requirements are specified, then warranties specified under any Laws. The Supplier retains the risk of Loss and damage for items provided until acceptance of the Goods and/or Services by the Customer.

## **10. DEFECTS**

10.1 Without prejudice to any other right or remedy under this Contract for breach in connection with a Defect, if the Customer becomes aware of a Defect before the later of the expiry or termination of the Order and 12 months after delivery of the Services or Goods which gave rise to the Defect; the Supplier shall, within 48 hours of receipt of an instruction from the Customer to do so, at its own cost put forward for the approval of the Customer a rectification plan (including whether it will repair, replace or refund the Goods or re-perform the Services); and once so approved by the Customer, shall rectify the Defect at its cost in accordance with those approved details (or any changes to them as may later be approved).

10.2 If the Supplier fails to remedy a Defect within the time agreed with the Customer or the time required by the Specification or (in the absence of such agreement or specification) within a reasonable time of being asked to remedy the Defect, then the Customer may use another service provider or contractor to remedy such Defect and recover the cost of doing so from the Supplier as a debt.

## **10A. INTELLECTUAL PROPERTY RIGHTS**

10A.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) shall be owned by the Supplier.

10A.2 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.

10A.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

10A.5 All Customer Materials are and shall remain the exclusive property of the Customer.

## **11. PRICE**

11.1 The charges for the Goods and/or Services shall be set out in the Order, and save as provided for in clause 11.2 below 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 and/or provision of the Goods, including all delivery costs.

11.2 Any Waste which differs materially from the information provided by the Customer pursuant to clauses 4.1.2 and 4.1.3 where additional charges are incurred or the Waste cannot be accepted for processing should be communicated to the Customer within 24 hours of collection otherwise the Waste resides with the Supplier at the quoted rate set out in the Order.

11.2 The Supplier shall invoice the Customer on completion of the Services or for ongoing Services at the end of each calendar month, or at milestones agreed by the parties in the Order. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

11.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the invoiced amounts within 60 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

11.4 Unless otherwise specified under the Contract, all amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (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 Services at the same time as payment is due for the supply of the Services.

11.5 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then the Customer shall pay interest on the late payment from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 11.5 will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.

11.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Customer to inspect such records at all reasonable times on request.

11.7 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 the Contract.

## **12. LIMITATION OF LIABILITY**

12.1 The Customer's total liability arising under or in connection with this Contract whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited as follows:

- 12.1.1 for non-payment of invoices under the Contract or Order, to the amount unpaid, and any interest due on such amount under this Contract; or



12.1.2 for any other type of liability, up to 50% of the price paid for the supply of Services or Goods under the Order, provided that such liability does not arise from any act or omission of the Supplier.

12.2 The Customer shall not under any circumstances whatever be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, regardless of whether these losses are direct or indirect, for any loss of profit; loss of goodwill; loss of business; loss of business opportunity; loss of anticipated saving; or special, indirect or consequential damage.

12.3 Nothing in these Terms and Conditions excludes or limits the liability of either party for fraud, fraudulent misrepresentation or death or personal injury caused by its negligence or any other liability that cannot be excluded or otherwise limited by law.

### 13. INDEMNITY

13.1 The Supplier shall indemnify, keep indemnified and hold the Customer harmless in full in respect of all Loss which the Customer may suffer or incur as a result of or arising out of or in connection with:

13.1.1 any negligence by the Supplier in connection with the Contract or breach of the Contract by the Customer;

13.1.2 any action or omission of the Supplier resulting in:

(1) any personal injury to or death of any person; or

(2) any damage to or loss of any property of the Customer, its employees, agents or sub-contractors or any third party; or

(3) any claims or actions brought or threatened against the Customer by any third party (including the Environment Agency or other similar competent body or authority) resulting from or arising out of or in connection with:

(i) any breach of any Contract by the Supplier; or

(ii) any failure by the Supplier to comply with any Laws; or

(iii) any failure by the Supplier or Associated Person of the Supplier to comply with any Anti-Bribery Laws

(4) any claim brought against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services or Goods (excluding arising from use of the Customer Materials),

save to the extent that such liability, Loss, damage, cost or expense arises out of the negligence or a default of the Customer under the Contract.

### 14. TERMINATION

14.1 The Customer is entitled to terminate the Contract immediately on written notice if:

14.1.1 the Supplier fails to observe or perform any of its obligations or duties under the Contract or any other contract between the Customer and the Supplier;

14.1.2 the Supplier commits any act which brings or is likely to bring the Customer or the Customer's business interests into disrepute or which damages or is likely to damage those interests;

14.1.3 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on with all or a substantial part of its business;

14.1.4 the Supplier, being an individual or partnership:

(1) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or

(2) makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or

(3) is the subject of a bankruptcy petition or order; or

(4) dies, or by reason of illness or incapacity (whether mental or physical), is incapable of managing its own affairs or becomes a patient under any mental health legislation;

14.1.5 the Supplier, being a company or other body corporate:

(1) has an order made or a resolution passed for its winding up, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Supplier; or an order is made for the appointment of an administrator to manage its affairs, business and property or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supplier; or notice of intention to appoint an administrator is given by the Supplier or the Supplier's directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(2) has a receiver appointed over any of the Supplier's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier or if any other person takes possession of or sells the Supplier's assets; or

(3) makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(4) is, or is reasonably considered to be unable to pay its debts when they fall due as defined in Section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court that" were removed;

14.1.6 any event or circumstance similar, equivalent or analogous to any of the events described in Condition 14.1.4 or 14.1.5 occurs in relation to the Supplier in any jurisdiction;

14.1.7 the Customer, acting reasonably, has serious doubts as to the Supplier's solvency;

14.1.8 the Supplier is in breach of Conditions 15, 16 or 17.

14.2 The Customer is entitled to terminate the Contract in whole or in part with immediate effect on written notice to the Supplier.

14.3 The termination of the Contract howsoever arising shall be without prejudice to the rights and duties of either the Customer or the Supplier accrued prior to termination (including where required by the Customer the completion of any outstanding Orders) and any obligations which are expressly or by implication intended to survive termination.



- 14.4 On termination of the Contract for any reason, 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.
- 15. BRIBERY AND CORRUPTION**
- 15.1 To the extent that any Anti-Bribery Laws apply to any aspect of the relationship between the Supplier and the Customer, including any Associated Persons of either party, the Supplier shall, in relation to the Contract:
- 15.1.1 comply with any Anti-Bribery Laws;
  - 15.1.2 comply with the Anti-Bribery Policies;
  - 15.1.3 have and maintain in place throughout the term of this Contract its own policies and procedures, including Adequate Procedures to ensure compliance with the Anti-Bribery Laws and the Anti-Bribery Policies and will enforce them where appropriate;
  - 15.1.4 promptly report to the Customer any offer, promise, or giving of, or any request for, agreement to receive, or acceptance of any undue financial or other advantage of any kind, to or by the Supplier or the Customer or any Associated Persons of either of the same, in connection with the performance of the Contract;
  - 15.1.5 if so required by the Customer at any time, certify to the Customer in writing, signed by an officer of the Supplier, compliance with this Condition 15 by the Supplier and all of its Associated Persons, providing also such supporting evidence of compliance as the Customer may reasonably request;
- 15.2 The Supplier hereby warrants to the Customer that there has been no breach by it of the Anti-Bribery Laws and the Anti Bribery Policies in connection with the procurement and/or negotiation of the Contract.
- 16. DATA PROTECTION AND DATA PROCESSING**
- 16.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Condition 16.
- 16.2 For the purposes of the Contract, either party may be the Data Controller or the Data Processor as applicable (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 16.3 The parties do not anticipate any significant data processing under the Contract, save for the sharing of contact information for the purpose of managing the arrangement and related communications between the parties. In this case, each party shall act as a separate Data Controller.
- 16.4 In circumstances where one party act as a Data Processor and the other party acts as Data Controller, the remaining provisions of this Condition 16 shall apply to the arrangement..
- 16.5 The Data Processor shall, in relation to any Personal Data processed in connection with the performance by the Data Controller of its obligations under the Contract:
- 16.5.1 process that Personal Data only on the written instructions of the Data Controller unless the Data Processor is required by Laws to otherwise process that Personal Data. Where the Data Processor is relying on Laws as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Laws unless those Laws prohibit the Data Processor from so notifying the Data Controller;
  - 16.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - 16.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - 16.5.4 not transfer any Personal Data outside of the United Kingdom or the European Economic Area unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
    - (i) the relevant party has provided appropriate safeguards in relation to the transfer;
    - (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
    - (iii) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iv) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
  - 16.5.5 assist the Data Controller, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 16.5.6 notify the Data Controller without undue delay on becoming aware of a Personal Data breach;
  - 16.5.7 at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Laws to store the Personal Data; and
  - 16.5.8 maintain complete and accurate records and information to demonstrate its compliance with this Condition 16.
- 16.6 Where the parties engage in data processing under the Contract, they shall, in addition to compliance with the above provisions, enter into an appropriate written agreement detailing the particulars of the processing, as required.
- 17. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES**
- 17.1 In performing its obligations under the Agreement both parties shall:
- 17.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015; and
  - 17.1.2 have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance; and
  - 17.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice



or conduct were carried out in the UK.

**18. GENERAL**

- 18.1 Time for performance of all obligations of the Supplier is of the essence.
- 18.2 Each right or remedy of the Customer under the Contract is without prejudice to any other right or remedy of the Customer whether under the Contract or not.
- 18.3 Any Condition or sub-Condition of these terms and conditions which is held by any court or competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other Conditions and sub-Conditions of these terms and conditions and the remainder of such Condition or sub-Condition shall not be affected.
- 18.4 Failure by the Customer to enforce or partially enforce any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 18.5 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over, license or sub-contract all or any part of its rights or obligations under the Contract without the Customer's prior written consent. If the Customer does consent to the sub-contracting of the Supplier's obligations under the Contract, the Supplier shall remain responsible for all the acts and omissions of its subcontractors, as if they were its own.
- 18.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of the other person.
- 18.7 These Terms and Conditions do not confer any rights on any Person or party, other than the Customer and the Supplier pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.8 The Contract (incorporating these Terms and Conditions and any Specification) contains the entire agreement between the parties in respect of the supply of the Services to the Customer by the Supplier and replaces any previous agreement or understanding between the parties. In the event of inconsistency, the documents shall be read in the following order of precedence:
  - 18.8.1 these Terms and Conditions; and
  - 18.8.2 the Specification.
- 18.9 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post to the other party at its last known address or e-mail account. Communications shall be deemed to have been received two (2) days after posting or hand delivery or, in the case of e-mail, on the next Business Day.
- 18.10 The formation, construction, performance, validity and all aspects of the Contract (together with matters of a non-contractual nature in connection with these Terms and Conditions) are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.