Standard Terms & Conditions For the Purchase of Goods and/or Services

Version 1.1

1. Definitions

1.1 In this document the following words shall have the following meanings:

"Agreement" means these Terms and Conditions together with the terms of any applicable Purchase Order;

"Buyer" (including "we", "us", "our") means A2Domionion Housing Group Limited, The Point 37, North Wharf Road, London ,W2 1BD and any A2Dominion entity;

"Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

"Purchase Order" means the standard Buyer document which includes or is attached to a statement of work describing the goods and/or services to be provided by the Supplier and which provides a maximum value payable by the Buyer to the Supplier;

"Supplier" means the organisation or person who supplies goods and/or services to the Buyer;

"Supplier Personnel" means any employee or contractor supplied by the Supplier to provide services or to deliver goods.

2. General

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and/or services by the Supplier to the Buyer pursuant to one or more Purchase Order(s).

2.2 Where it is agreed that the Supplier shall supply goods and/or services, the goods and/or services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Conditions.

2.3 No changes or variations to these Terms and Conditions or any Purchase Order shall be effective unless agreed in writing between the parties.

2.4 If any of the terms of a contract awarded via a competitive tender process, or via a framework agreement, or issued in a written agreement between the Buyer and the Supplier should conflict or contradict with these Terms and Conditions then those terms will over-ride each other in the following order of priority: (1) any express written agreement from us; (2) our Purchase Order; (3) these Terms and Conditions.

2.5 These Terms and Conditions are entered into severally with the Supplier by each Buyer entity. Each Buyer entity may raise Purchase Orders in accordance with a contract. No Buyer entity is responsible for any breach of these Terms and Conditions by another entity.

3. Price and Payment

3.1 The price for the goods and/or services shall be as specified in the Purchase Order (the "Price") and, unless otherwise stated, will be:

3.1.1 the maximum price for the goods or services, and if the Purchase Order states that the Supplier will charge by reference to a rate, the price will be the lesser of the price applying that rate and the price set out in the Purchase Order. If no price is quoted, the price shall be that set out in the Supplier's price list, applying any discounts or special rates most recently agreed between the parties;

3.1.2 exclusive of any applicable VAT (which will be payable by us subject to receipt of a valid VAT invoice);

3.1.3 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of goods and/or services to or at the delivery address, and of any duties or levies other than VAT – unless these have been clearly stated separately;

3.2 The Supplier shall invoice the Buyer in accordance with the terms set out in the Purchase Order on completion of the services or delivery of the goods. Unless otherwise agreed in writing, invoices may not exceed the amount stated in the Purchase Order.

3.3 The Buyer shall pay for the goods and/or services within 30 calendar days from the date on which a correctly rendered invoice is received to a bank account in the Supplier's name and nominated by the Supplier, unless agreed otherwise between the Buyer and Supplier. In no circumstances shall the time for payment be of the essence of the Agreement.

3.4 The Buyer shall not be responsible for any expenses, charges or price other than those set out in the Purchase Order.

3.5 In the event of late payment by the Buyer, the Supplier shall be entitled to charge the Buyer interest as set out in the Late Payment of Commercial Debts (Interest) Act 1998, from the date when payment becomes due from day to day until the date of payment.

3.6 If the parties agree that the Supplier is to provide goods and/or services or resources in addition to those specified in the Purchase Order, then such agreement will be reflected in a further Purchase Order, which will be deemed incorporated into this Agreement.

3.7 Once a Purchase Order has been agreed by the Buyer the price for the goods and/or services shall be fixed.

3.8 The Buyer reserves the right to refuse payment of an invoice if the Purchase Order was agreed by an individual on behalf of the Buyer without actual authority to place the order.

3.9 The Buyer reserves the right to delay payment of an invoice where the invoice does not quote the correct Purchase Order number, and the time referred to in clause 3.3 shall not commence until an invoice containing the correct Purchase Order number has been received by the Buyer.

4. Warranty

4.1 The Supplier warrants and guarantees that for a period of 12 months from the date of delivery (or for such other period as we may agree), all goods and materials supplied under this Agreement shall be free from any defects, patent or latent, in material and workmanship, shall conform to applicable specifications and drawings and, to the extent that detailed designs were not provided to the Buyer, will be free from design defects and in every aspect suitable for the purposes intended by the Buyer, as to which the Supplier hereby acknowledges that it has had due notice. The approval by the Buyer of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this clause 4.

4.2 The Supplier's obligations under this clause shall extend to any defect or non-conformity arising or manifesting itself within the manufacturer's warranty period from delivery.

4.3 Where there is a breach of the warranty contained in this clause by the Supplier, the Buyer, without thereby waiving any rights or remedies otherwise provided by law and/or elsewhere in this Agreement, may require the Supplier to repair or replace the defective goods at the Supplier's risk and expense or repay the price or part of the price relating to the defect to the Buyer.

4.4 Items repaired or replaced shall be subject to these Terms and Conditions in the same manner as those originally delivered under this Agreement. If the Supplier refuses or fails promptly to repair or replace items when requested under this clause, the Buyer may itself, or through an agent or sub-contractor, or otherwise, repair or replace any item itself and the Supplier agrees to reimburse the Buyer for any costs or expenses incurred.

4.5 All warranties, conditions and other terms implied by statute or common law (including but not limited to the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982) in the Buyer's favour will apply to any goods and/or services ordered from the Supplier.

4.6 If any contract goods or rights were bought or obtained by the Supplier from a third party then any benefits or indemnities that it holds from that other party, in respect of those items, will be held on trust for the Buyer.

5. Delivery

5.1 Delivery of the goods shall be made to such location and on such date as the Buyer shall direct. Any date agreed between the parties for such delivery shall be of the essence of the Agreement and the Buyer shall be entitled to terminate, without notice, the whole or any part of this Agreement if this clause is not complied with by the Supplier.

5.2 Where the Buyer terminates the whole or part of the Agreement in accordance with Clause 5.1:

5.2.1 All sums payable by the Buyer in relation to the whole or part of the contract cancelled shall cease to become payable;

5.2.2 All sums paid by the Buyer in relation to the whole or part of the contract cancelled shall be repaid by the Supplier immediately;

5.2.3 the Buyer shall be entitled to recover damages from the Supplier for any loss caused as a result of the Supplier's failure to deliver the goods and/or as a result of the cancellation of the whole or part of the contract

5.3 The Supplier will ensure that due care and attention is taken in the delivery of the goods in this order so as to reach their destination in a good and undamaged condition. This should include:

5.3.1 Any instructions included in the Purchase Order;

5.3.2 Any applicable regulatory requirements around the correct packing and delivery of the ordered goods.

5.4 Goods must be properly packed and secured to ensure that they reach their destination in good condition. The Supplier shall deliver the goods on the supply date set out in the Purchase Order (or an earlier date agreed with the Buyer), to one of our premises as instructed by the Buyer and during normal business hours. The goods shall be deemed delivered to the Buyer on unloading in accordance with this paragraph.

5.5 If the goods require installation or commissioning, the Supplier shall be responsible for these activities unless the Purchase Order states otherwise.

5.6 Where goods and/or services are to be supplied in agreed instalments, the contract is still to be treated as a single contract. If the Supplier fails to deliver or perform any instalment the Buyer may treat the whole contract as repudiated.

5.7 The Supplier will notify the Buyer of any hazards in completing the Purchase Order which may impact on the health and safety of any person or property. Such notification should be provided to the Buyer's representative stated on the Purchase Order.

5.8 If the goods contain hazardous materials then the Supplier shall ensure that all goods, packing materials, documentation and declarations are clearly marked with the relevant international danger symbol, description of hazard and include relevant emergency information in the recognised language for the country where the goods are to be delivered.

5.9 If the goods are perishable or have a life expectancy of a fixed duration or if there are any circumstances known which would adversely affect the life-span of the goods, the Supplier shall advise the Buyer upon delivery (and in writing) of all

necessary and appropriate information relating thereto and such information shall form part of the description of the goods.

5.10 If the delivery of goods and/or services occurs on the Buyer's premises this sub-section will apply. The Supplier will ensure that best industry standards are adopted for the health and safety both of its personnel and of any other individuals affected by its actions. The Buyer may refuse or terminate access to any individual whom we reasonably consider undesirable to have on its premises. Supplier Personnel must, while on the Buyer's premises, comply with all reasonable requirements as to security, health and safety routines, times and areas of access, and otherwise. The Supplier will be responsible to the Buyer on a full indemnity basis for all damage and/or injury caused by the Supplier's staff.

6. Title

6.1 The Supplier warrants that it has good title to the goods and that it will transfer such title as it may have in the goods to the Buyer pursuant to Clause 6.2.

6.2 The title in the goods will pass to the Buyer on delivery to the Buyer in accordance with clause 5, or on first payment if the Buyer pays for the goods before delivery, whichever happens first.

7. Risk

7.1 The goods will be and shall remain at the Supplier's risk until such time as they are delivered to the Buyer (or at his direction) in accordance with clause 5, and are found to be in accordance with the requirements of this Agreement. It shall be the duty of the Supplier at all times to maintain a contract of insurance over the goods and, on request from the Buyer, to assign to the Buyer the benefits of such insurance.

7.2 In order to manage any risk in the fulfilment of this Purchase Order, the Buyer reserves the right to request from the Supplier:

7.2.1 Financial information relating to the Supplier's ability to complete the contract borne out of this Purchase Order;

7.2.2 Access to the Supplier's bankers to gather any necessary information in the possession of the banker concerning the Supplier;

7.2.3 Access to any of the Supplier's facilities for inspection.

8. Inspection of Goods

8.1 The Buyer shall inspect the goods upon delivery.

8.2 Where goods are damaged the Buyer shall notify the Supplier. The Buyer may reject the damaged goods and the following provisions shall apply:

8.2.1 the Supplier shall collect the damaged goods from the Buyer at the Supplier's expense;

8.2.2 during the period between delivery of the goods to the Buyer and collection by the Supplier, the Buyer shall not be liable for any loss or further damage caused to the damaged goods;

8.2.3 all sums payable by the Buyer in relation to the damaged goods shall cease to become payable;

8.2.4 all sums paid by the Buyer in relation to the damaged goods shall be repaid by the Supplier immediately;

8.2.5 the Buyer shall be entitled to claim damages from the Supplier for any losses caused to the Buyer as a result of the goods being damaged.

8.3 Where there are shortages in the order the Buyer shall notify the Supplier and the following provisions shall apply:

8.3.1 all sums payable by the Buyer in relation to the missing goods shall cease to become payable;

8.3.2 all sums paid by the Buyer in relation to the missing goods shall be repaid by the Supplier immediately;

8.3.3 the Buyer shall be entitled to claim damages from the Supplier for any losses caused to the Buyer as a result of the shortages.

8.4 If the Buyer so requests, the Supplier shall immediately replace damaged goods or supply goods which are missing at the Supplier's expense or the Buyer shall be entitled to terminate, without notice, the whole or any unexecuted part of the order and the rights referred to in Clause 5.2 shall apply.

8.5 Where there is an excess of goods in relation to the order the Buyer may reject the excess goods by notice in writing to the Supplier and the following provisions shall apply:

8.5.1 the Supplier shall collect the excess goods from the Buyer at the Supplier's expense;

8.5.2 during the period between delivery of the goods and collection by the Supplier, the Buyer shall not be liable for any loss or damage caused to the excess goods;

8.5.3 no sum shall be due to the Supplier for the excess goods and in the event that sums are paid to the Supplier for the excess goods, the Supplier shall repay such sums to the Buyer immediately.

8.6 The Buyer may accept excess goods by notifying the Supplier of such acceptance and the price of the excess goods shall be payable by the Buyer.

8.7 The Supplier shall repair or replace free of charge, goods damaged or lost in transit upon receiving notice to that effect from the Buyer.

8.8 The Buyer's signature on any delivery note of the Supplier is evidence of the number of packages received only and not evidence of the correct quantity of goods received or that the goods are in a good condition or of the correct quality.

9. Service Performance Obligations

9.1 The Supplier warrants, represents and undertakes that:

9.1.1 all services performed under this Agreement shall be performed with all due skill, diligence and care, in a good and workmanlike manner and otherwise in line with best practice within its industry, profession or trade ("Best Industry Practice");

9.1.2 the Supplier Personnel will be sufficient in number and will possess the qualifications, professional competence and experience to carry out such services in accordance with Best Industry Practice;

9.1.3 it will provide all equipment, tools and vehicles necessary;

9.1.4 the services will conform to any specification set out in, attached to or issued by the Buyer alongside the Purchase Order, and any description of the services issued by the Supplier;

9.1.5 the services will not in any way infringe or violate any Intellectual Property Rights, trade secrets or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties; and

9.1.6 it has full capacity and authority to enter into this Agreement and that it has or will obtain prior to the commencement of the services, any necessary licences, consents and permits required of it for the performance of the services.

9.2 The Supplier shall meet any performance dates in the Purchase Order and any other reasonable performance dates notified to the Supplier by the Buyer, and will co-operate with the Buyer in all matters relating to the services and comply with the Buyer's instructions. The Supplier shall provide the Buyer with such progress reports, evidence or other information concerning the services as may be requested by the Buyer from time to time.

9.3 The Supplier shall procure that the Supplier Personnel take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, and the Supplier agrees to indemnify and keep indemnified the Buyer from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to the Buyer or any third party by the Supplier Personnel.

10. Specification of Goods

10.1 The Supplier warrants that all goods delivered shall be of the best available design, quality and materials, shall be without fault and shall conform in all respects with any specification set out in, attached to, or issued by the Buyer alongside the Purchase Order, any description issued by the Supplier, the standards generally expected within the industry for goods of that nature, and with all applicable laws, regulations, and industry guidelines in place from time to time, including, but not limited to, any guidelines or regulations specified by the Buyer.

10.2 Prior to delivery, the Supplier shall inspect the Goods to ensure they comply with clause 10.1 and are fit for purpose and match the order placed by the Buyer. In assessing the goods as to their fitness for use the Buyer shall be entitled to rely upon the Supplier's skill and judgment that the goods are fit for the purpose for which they are intended.

11. Status and Liabilities

11.1 It is expressly understood that neither the Supplier nor the Supplier Personnel have the authority to act as agent for the Buyer or to contract on the Buyer's behalf.

11.2 The Supplier Personnel shall at no time be deemed to be employed or otherwise engaged by the Buyer.

11.3 The Supplier shall be responsible for paying the Supplier Personnel and for making any deductions required by law in respect of income tax and National Insurance contributions or similar contributions relating to the provision of the services. The Supplier agrees to indemnify the Buyer in respect of any claims that may be made by the relevant authorities against the Buyer in respect of tax demands or National Insurance or similar contributions relating to the provision of the services by the Supplier.

11.4 The Supplier shall, and shall procure that the Supplier Personnel shall, comply with all applicable statutes, rules and regulations in providing the services, including all immigration and employment requirements imposed by any applicable jurisdiction, and the Supplier shall indemnify and hold harmless the Buyer from damages arising out of any failure to do so.

12. Termination

12.1 The Buyer may terminate this Agreement for any reason by providing 30 days prior written notice to the Supplier.

12.2 The Buyer may terminate this Agreement with immediate effect by providing written notice to the Supplier if:

12.2.1 the Supplier or the Supplier Personnel commit any material or persistent breach of this Agreement;

12.2.2 the Supplier fails to or refuses after written warning to procure that the Supplier Personnel provide the services properly required of them in accordance with this Agreement;

12.2.3 the Supplier passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

12.2.4 the Supplier ceases to carry on its business or substantially the whole of its business; or

12.2.5 the Supplier is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13. Data Protection

13.1 If the Supplier processes personal data supplied by or on behalf of the Buyer as part of the provision of goods or services under this Purchase Order, it acknowledges that the Buyer is the data controller and the Supplier is a data processor in respect of that personal data. The Supplier must contact the Buyer immediately if it considers that it is also a data controller in respect of that data or (to the extent that the Supplier are permitted by law to do so) if the law requires the Supplier to process personal data otherwise than in accordance with this paragraph 13.

13.2 The Purchase Order or its accompanying documentation sets out the scope, nature and purpose of any processing of personal data for the purpose of the contract.

13.3 The Supplier and the Buyer shall each comply fully with all applicable requirements of data protection legislation in force at any time.

13.4 In addition, in processing personal data for the purpose of this contract, the Supplier shall:

13.4.1 process personal data only in accordance with the Buyer's written instructions (which may require the Supplier to amend, transfer, restrict processing of, or delete personal data or to provide us a copy of all personal data);

13.4.2 ensure that any Supplier Personnel who have access to or otherwise process personal data are obliged to keep that data confidential and only have such access as is strictly necessary for the performance of their duties;

13.4.3 take reasonable steps to ensure the reliability of such persons and that they have been adequately trained in data protection law and practice;

13.4.4 have in place appropriate technical and organisational measures (assessed and updated from time to time) to protect against unauthorised or unlawful processing and against accidental loss of, or damage to, personal data;

13.4.5 not appoint a sub-processor to process personal data without obtaining the Buyer's written consent and ensuring that the arrangement between the Supplier and the sub-processor is governed by a written contract which meets the requirements of data protection legislation. The Supplier shall remain liable for any act or omission of sub-processors;

13.4.6 not transfer personal data outside of the EEA without obtaining our written consent;

13.4.7 provide the Buyer with reasonable assistance and co-operation in meeting their obligations to keep personal data secure, notify breaches to the Information Commissioner, advise data subjects of breaches, carry out data protection impact assessments and consult with the Information Commissioner about such assessments;

13.4.8 delete or return to the Buyer any personal data on the termination of the contract;

13.4.9 provide the Buyer with all information in the Supplier's possession to demonstrate that both parties have complied with their obligations under article 28 of the General Data Protection Regulation;

13.4.10 submit and contribute to audits and inspections carried out by the Buyer or our nominated auditor to evaluate compliance with data protection legislation;

13.4.11 notify the Buyer immediately if the Supplier thinks that we have issued an instruction which does not comply with data protection legislation;

13.4.12 promptly (and in any event within 24 hours) notify the Buyer if any personal data is lost, destroyed or damage. The Supplier's notification must describe the nature of the data breach including the categories and approximate number of data subjects concerned and the categories of personal data records concerned;

13.4.13 promptly refer to the Buyer any request, complaint, notice or communication from a data subject or from the Information Commissioner or other regulatory or supervisory body and the Supplier shall not (unless required by law) itself respond to any such request; and

13.4.14 keep written records of the processing activities the Supplier carries out on behalf of the Buyer. This shall contain the information required by article 30 of the General Data Protection Regulation.

14. Confidentiality

14.1 The Supplier will keep strictly confidential all information which the Supplier learns about the Buyer or its customers, and use that information only for the performance, in good faith, of the Supplier's contractual obligations to the Buyer. This does not apply to information which was demonstrably public knowledge at the time of usage by the Supplier.

14.2 The Supplier shall not disclose any details of the Purchase Order without prior written consent of the Buyer, which shall not be unreasonably withheld.

15. Indemnity and Insurance

15.1 The Supplier agrees to indemnify and keep the Buyer fully and effectively indemnified against all direct, indirect or consequential loss, costs, damages, and expenses incurred by the Buyer as a result of or in connection with:

15.1.1 defective or sub-standard manufacture, quality or materials used in relation to the Goods;

15.1.2 any failure by the Supplier to provide the Goods and/or Services in accordance with the standards required pursuant to this Agreement;

15.1.3 any breach by the Supplier of the terms of this Agreement;

15.1.4 any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents, or other third party to the extent that such loss, damage, cost or expense was caused by, relates to or arises from the goods and/or services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by the Supplier of the terms of this Agreement;

15.1.5 any claim made against the Buyer in respect of any liability arising as a result of the goods or services infringing the Intellectual Property Rights of any third party;

15.1.6 any claim made to a court or tribunal or any complaint raised with the Information Commissioner arising out of any failure by the Supplier to comply with its obligations under clause 13 (Data protection).

15.2 The Supplier shall hold and maintain suitable insurance policies in connection with the provision of the goods and/or services, and for Public and Product Liability Insurance and Professional Indemnity Insurance at a rate agreed by the Buyer during the term of this Agreement and for two years thereafter. Such insurance shall be in an amount generally accepted for the type of goods and/or services being provided pursuant to this Agreement and shall be obtained through a recognised, reputable firm of insurance providers. The Supplier shall, at the Buyer's request, provide a copy of its insurance policies, together with confirmation that the premiums due in respect thereof are paid up to date

16. Intellectual Property Rights

16.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Buyer, and the Supplier shall do all that is reasonably necessary to ensure that such rights vest in the Buyer by the execution of appropriate instruments or the making of agreements with third parties.

16.2 The Supplier shall grant the Buyer (or procure a grant to the Buyer of) a fully paid-up, worldwide, royalty-free, irrevocable licence to use, copy and modify the deliverables provided under the Purchase Order so that the Buyer can make full use of the deliverable.

16.3 The Supplier shall not infringe the intellectual property rights of any third party and shall comply, and require subcontractors to comply, and in each case be able to provide evidence to demonstrate compliance with, all legislative, regulatory and any contractual requirements related to Intellectual Property Rights and the use of any third party products or licences related to the Supplier's goods or services.

17. Audit

17.1 During the Term and for a period of 6 years after the end of this Agreement, the Buyer may conduct an audit of the Supplier, including for the following purposes:

17.1.1 to verify the accuracy of the Price of all suppliers of the goods or services;

17.1.2 to review the integrity, confidentiality and security of any data relating to the Buyer or any service users;

17.1.3 to review the Supplier's compliance with the Data Protection Legislation in accordance with clause 13 (Data Protection) and any other legislation applicable to the goods or services;

17.1.4 to review any records created during the provision of the goods or services;

17.1.5 to review any books of account kept by the Supplier in connection with the provision of the goods or services;

17.1.6 to carry out the audit and certification of the Buyer's accounts; and

17.1.7 to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources.

17.2 Except where an audit is imposed on the Buyer by a regulatory body, the Buyer may not conduct an audit under this clause 17 more than twice in any calendar year.

17.3 The Buyer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

17.4 Subject to the Buyer's obligations of confidentiality, the Supplier shall on demand provide the Buyer and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

17.4.1 all information requested by the above persons within the permitted scope of the audit;

17.4.2 reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and

17.4.3 access to the Supplier's Personnel.

17.5 The Buyer shall endeavour to (but is not obliged to) provide at least 15 working days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.

17.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Buyer for all the Buyer's reasonable costs incurred in the course of the audit.

17.7 If an audit identifies that:

17.7.1 the Supplier has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Buyer about the Price, proposed Price or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;

17.7.2 the Buyer has overpaid any Price, the Supplier shall pay to the Buyer the amount overpaid within 20 days. The Buyer may deduct the relevant amount from the Price if the Supplier fails to make this payment; and

17.7.3 the Buyer has underpaid any Price, the Buyer shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Buyer if this was due to a default by the Supplier in relation to invoicing within 30 days.

18. Force Majeure

18.1 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the contract if this was caused by circumstance(s) which is beyond the reasonable control of that party, which by its nature could not have been foreseen by such party, or if it could have been foreseen, was unavoidable.

18.2 The party not affected may terminate the contract if the delay or non-performance continues for more than 30 days.

19. Anti-bribery and criminal finances

19.1 The Supplier shall comply with all applicable laws, regulations and official guidance relating to anti-bribery and anti-corruption, including the Bribery Act 2010.

19.2 The Supplier shall not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under sections 45 or 46 of the Criminal Finances Act 2017.

19.3 The Supplier shall comply with any ethics, anti-bribery or anti-corruption policy or procedure reasonably required by us and notified to the Supplier and have in place your own policies and procedures to ensure compliance of your personnel and supply chain with the Bribery Act 2010 and Criminal Finances Act 2017.

19.4 The Supplier shall promptly notify us of any request or demand for any undue financial or other advantage of any kind received by the Supplier in the performance of the contract between us.

20. Anti-slavery

20.1 The Supplier shall comply with (and use all reasonable endeavours to ensure that your supply chain complies with) all applicable anti-slavery and human trafficking laws, regulations and official guidance, including the Modern Slavery Act 2015.

21. Equality of opportunity

21.1 The Supplier shall (and shall procure that the Supplier's Personnel shall):

21.1.1 perform its obligations under this agreement in accordance with:

21.1.1.1 all applicable equality law, whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise;

21.1.1.2 [the Buyer's equality and diversity policy as provided to the Supplier from time to time;]

21.1.1.3 any other requirements and instructions which the Buyer reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law;

21.1.2 take all necessary steps, and inform the Buyer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and

21.1.3 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement and undertake or refrain from undertaking such acts so as to assist the Buyer in compliance with the Buyer's obligations under the Human Rights Act 1998.

22. Relationship of Parties

22.1 Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other.

23. Assignment

23.1 The Buyer may at any time assign any or all of its rights and obligations under this Agreement, provided that it gives prior written notice of such assignment to the Supplier.

23.2 The Supplier shall not assign any of its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Buyer.

23.3 The Supplier shall not sub-contract any part of the Contract without the Buyer's prior written consent, which shall not be unreasonably withheld. The Supplier shall be responsible for the agreed goods and/or services provided by the sub-contractors as if they had been provided by the Supplier.

24. Severability

24.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

25. Waiver

25.1 No failure by the Buyer to enforce any of these Terms and Conditions shall constitute a waiver of its rights hereunder.

26. Notices

26.1 Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Purchase Order or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by hand shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

27. No third parties

27.1 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

28. Safeguarding

28.1 The Supplier will comply with all applicable laws and regulations under the Care Act 2014 by which Suppliers must:

28.1.1 have their own Safeguarding Policies and Procedures which may be required to be submitted to the Buyer for scrutiny; or

28.1.2 adhere to the Buyer's Safeguarding Policies and Procedures if they do not have their own or their own are not considered to be fully comprehensive.

29. Publicity

29.1 The Supplier (including Supplier Personnel, sub-contractors and assignees) shall not publicly announce that the Supplier is providing goods and/or services to the Buyer without prior written consent.

30. Entire Agreement

30.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

31. Governing Law and Jurisdiction

31.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.