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**PURCHASE ORDER  
TERMS & CONDITIONS**

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# 1 DEFINITIONS, INTERPRETATION AND PRECEDENCE

## Definitions

1.1 In these Terms, the following terms shall bear the following respective meanings (except to the extent that the context otherwise requires):

- (a) **“Agreement”** means the contract for the Goods and/or Services (as the case may be) incorporating a Purchase Order, these Terms; and any other document(s) incorporated by reference as set out in the Purchase Order;
- (b) **“Applicable Law”** means:
  - (i) any applicable statute, regulation or other law, or byelaw or any rule, code, judgment, decision or direction having the force of law; and
  - (ii) any regulation, rule, code, direction, determination, guidance or other document which does not have the force of law but which a supplier of the Goods or Services (acting in accordance with all of its obligations in the Agreement) would customarily comply with as a matter of good practice,  
  
of England and Wales or any relevant part thereof, including any EU legislation (including any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area) which is retained in domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018) as modified by domestic law from time to time or of any public body or authority, local or national agency, department, inspectorate, ministry, official or statutory person having public functions (whether autonomous or not) which has appropriate jurisdiction;
- (c) **“Ariba”** means the Client’s hosted procurement IT system that enables suppliers and buyers to form relationships and conduct transactions;
- (d) **“Charges”** means the charges set out in the Purchaser Order due from the Client to the Supplier for the Goods and/or Services;
- (e) **“Client”** means Yorkshire Water Services Limited (a company registered in England with company number 02366682);
- (f) **“Confidential Information”** means all information which is disclosed by one Party to the other Party, whether before or after the Purchase Order date, which would appear to a reasonable person to be confidential or is otherwise marked as confidential, and which relates to a Party’s (or any member of that Party’s Group’s) business including its operations, processes, plans or intentions, developments, trade secrets, know how, design rights, market opportunities, personnel, suppliers and customers of the Party disclosing it, all Personal Data and all information derived from any of the above together with the existence or provisions of the Agreement and any information, findings, data or analysis derived from the above and any other information that is identified as being of a confidential nature;
- (g) **“Environmental Information Regulations”** means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or

relevant government department in relation to such regulations;

- (h) **“Goods”** means the goods (or any part of them) to be provided by the Supplier under the Agreement, as set out in the Purchase Order;
- (i) **“Group”** means the ultimate parent undertaking of a Party and any company which is from time to time a subsidiary undertaking of the ultimate parent undertaking (both terms as defined in section 1162 of the Companies Act 2006);
- (j) **“Intellectual Property Rights”** or **“IPR”** means:
  - (i) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
  - (ii) applications for registration, and the right to apply for registration, for any of the rights listed at paragraph (i) of this definition that are capable of being registered in any country or jurisdiction; and
  - (iii) all other rights having equivalent or similar effect in any country or jurisdiction;
- (k) **“Party”** means one of the Client or the Supplier (according to the context) and **“Parties”** shall be construed accordingly;
- (l) **“Purchase Order”** means the Client’s purchase order for the supply of Goods and/or Services (as the case may be);
- (m) **“Services”** means the services to be provided by the Supplier under the Agreement as set out in the Purchase Order;
- (n) **“Subcontractor”** means any subcontractor appointed by the Supplier in relation to the performance by the Supplier of the Supplier’s obligations pursuant to the Agreement;
- (o) **“Supplier”** means the person from whom the Client is purchasing the Goods and/or Services under the Agreement, as set out in the Purchase Order;
- (p) **“Terms”** means these purchase order terms and conditions; and
- (q) **“Working Day”** means any day other than Saturdays, Sundays, Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England and Wales.

## Interpretation

1.2 In these Terms, unless the context otherwise requires or these Terms state otherwise, references to:

- (a) an enactment or statutory provision or to any subordinate legislation shall be a reference to such enactment, statutory provision or subordinate legislation as modified, re-enacted, replaced or extended from time to time, whether before or after the date of the Agreement, and to any enactment, statutory provision or subordinate legislation re-enactment replaced by it, and a reference to a statutory provision shall include reference to any

subordinate legislation made under the statutory provision whether before or after the date of the Agreement;

- (b) the Agreement or to any other agreement or document shall be a reference to the Agreement or such other agreement or document as from time to time varied, supplemented or novated (in each case, other than in breach of the provisions of the Agreement);
- (c) a “day” shall be to a calendar day; and
- (d) an obligation not to do something shall include an obligation not to cause, permit or suffer that thing to be done.

1.3 Headings and sub-headings shall be for ease of reference only and shall not affect the interpretation or construction of these Terms.

#### Conflict and precedence

1.4 In the event of any ambiguity or inconsistency between these Terms, a Purchase Order, and/or any document incorporated by reference, they shall have precedence in the following order:

- (a) these Terms;
- (b) the Purchase Order; and
- (c) any document incorporated by reference.

## **2 PURCHASE ORDERS**

2.1 The Client may issue Purchase Order(s) to the Supplier for Goods and/or Services as set out in the Purchase Order.

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

- (a) the Supplier issuing written acceptance of the Purchase Order; or
- (b) any act by the Supplier consistent with fulfilling the Purchase Order,

on which date the Agreement shall come into existence.

2.3 Any Purchase Order(s), these Terms and any document(s) incorporated by reference shall form the Agreement which together shall form the contract between the Parties for the supply of the Goods and/or Services.

2.4 The Agreement applies to the exclusion of any other terms and conditions that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## **3 GOODS AND SERVICES**

3.1 The Supplier shall provide the Goods and carry out the Services, in accordance with:

- (a) these Terms;
- (b) Applicable Law; and
- (c) any relevant consents.

#### Standard of Services

3.2 In the performance of the Services, the Supplier shall at all times exercise the standard of reasonable skill, care and diligence customarily to be expected of a competent provider of services similar to the Services.

3.3 The Supplier shall meet any timescales or dates set out in the Purchase Order, or such other timescales or dates agreed in writing by the Client for the delivery of the Services.

#### Standard of Goods

3.4 The Goods and any goods, equipment or materials used or supplied in the course of providing the Services shall:

- (a) comply with the Purchase Order;
- (b) be of satisfactory quality;
- (c) correspond with their description;
- (d) be free from any defects in design, material and workmanship and remain so for a period of 12 months after delivery; and
- (e) meet or exceed all statutory requirements and relevant safety standards in accordance with all Applicable Law at the time of delivery.

3.5 The Supplier shall meet any timescales or dates set out in the Purchase Order for the delivery of the Goods, or such other timescales or dates agreed in writing by the Client. Time of delivery shall at all times be of the essence.

#### Title and Risk

3.6 In respect of the Goods and any goods that are transferred to the Client as part of the Services under the Agreement, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Client, it will have full and unrestricted rights to sell and transfer all such items to the Client.

3.7 Without prejudice to the rights and obligations of the Parties under the Agreement, risk in and title to the Goods shall pass to the Client upon unloading and receipt by the Client at the nominated delivery location, except where the Goods are rejected.

#### Delivery of Goods

3.8 Delivery shall be deemed to have been made when the Goods are received in good and proper condition by the Client (or its agent) at the place and at the time specified in the Purchase Order or as specifically agreed otherwise in writing by the Client.

3.9 The Supplier shall provide such programmes of manufacture, product lead time and delivery as the Client may reasonably require and the Supplier shall give notice to the Client as soon as practicable if such programmes are or are likely to be delayed.

3.10 If all or part of the Goods are not delivered, supplied or completed within the time or times specified (or within any extension permitted by the Client in writing), the Client may terminate the Agreement in respect of such Goods and (if it so elects) any other Goods, where Goods have already been supplied but cannot be commercially used without such Goods and the Client shall be entitled to return (at the Supplier's risk and cost) any such unusable Goods and recover from the Supplier any loss including the additional cost (if any) of acquiring Goods of a similar description from a third party.

3.11 Part deliveries may not be accepted by the Client unless agreed prior to despatch.

3.12 The Supplier shall be responsible for any damage, loss or expense incurred by the Client which arises out of improper packing or incorrect delivery of the Goods.

3.13 Each delivery shall be accompanied by a delivery note showing the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods, and special storage instructions (if any).

Rejection

3.14 If a delivery of all or part of the Goods does not accord with the requirements specified in the Agreement (in particular the Purchase Order) and/or are of inferior or defective quality in breach of an express or implied warranty and/or are not delivered within the time required, the Client shall, either at the time of delivery or within 21 days thereafter, have the option of:

- (a) refusing to accept delivery of the Goods, in which event the Client shall be under no liability for their storage or return and if the Client stores the rejected Goods, the Client may charge the Supplier a reasonable sum to reflect the cost of storage and compensate the Client for the inconvenience caused and reject the Goods by written notice (“**Notice of Rejection**”) to the Supplier. If such rejected Goods are not then removed by the Supplier at its own cost and expense within seven Working Days of a Notice of Rejection, the Client may return the rejected Goods to the Supplier and recover from the Supplier the costs incurred by the Client in so doing; and/or
- (b) requiring the Supplier to repair or replace or issue a refund (at the Client’s election) for the rejected Goods at the Supplier’s risk and expense within 21 days of being requested to do so.

3.15 The Client shall not be obliged to make payment for any Goods rejected.

**4 WORKLOAD**

4.1 The Client reserves the right to:

- (a) procure the Goods and/or Services, and/or goods and/or services similar to the Goods and/or Services from third parties; and
- (b) manufacture the Goods itself and/or undertake the Services itself.

4.2 The Client does not guarantee to procure any minimum value, level, profile or volume of Goods and/or Services from the Supplier pursuant to the Agreement.

4.3 Any quantities, volumes or data contained or referred to in the Agreement or other documentation (whether historic, indicative or otherwise) are for guidance only and do not bind the Client to buy any specific quantity of the Goods and/or Services.

**5 ACCESS**

5.1 The Client shall upon the Supplier’s request provide access for authorised personnel of the Supplier and its Subcontractors to the Client’s sites, employees and information which are required for the Supplier to carry out the Services and supply the Goods, provided that the date and time for physical access shall be agreed by the Parties in advance acting reasonably.

**6 CHARGES**

6.1 In consideration for the provision of the Goods and Services, the Client shall pay to the Supplier the Charges in accordance with the payment profile and/or milestones set out in the Purchase Order.

6.2 Charges in the Purchase Order are expressed as:

- (a) exclusive of VAT (unless otherwise expressly stated). If properly chargeable, VAT shall be paid on the Charges by the Client at the then prevailing rate, subject to receipt of a valid VAT invoice; and
- (b) inclusive of import or custom duties and like imports and surcharges, which for the avoidance of doubt,

shall be the responsibility of the Supplier to the extent that they are applicable to the supply of the Goods and Services to the Client.

**7 PAYMENT**

7.1 The Supplier shall be entitled to raise an invoice in respect of any payment which becomes due from the Client to the Supplier pursuant to the Agreement in accordance with the payment profile and/or milestones in the Purchase Order.

7.2 Subject to receipt of a valid VAT invoice and compliance with the requirements of this clause 7, the Client shall make payment on or before the date of the Client’s weekly payment run following the date 45 days after receipt by the Client of the invoice.

7.3 The Supplier shall raise invoices in a timely manner and in any event within 90 days of completion of the relevant work or delivery of the Goods, or milestone of the Services, etc. If no payment profile is agreed, an invoice may be raised on completion of provision of the Goods and Services. A separate invoice is required to correspond to each Purchase Order.

7.4 The Supplier shall provide to the Client promptly upon request such information and documentation as the Client reasonably requires in order to verify that the Supplier’s invoice(s) are properly payable in accordance with the Agreement.

7.5 The Supplier shall not start work and/or supply Goods without having first received a Purchase Order from the Client in respect of the relevant Goods and/or Services.

7.6 Should the Supplier change its payment details, the Supplier shall notify the Client in writing in good time.

7.7 If the Client fails to make any payment due to the Supplier under the Agreement by the relevant date for payment, the Supplier may, in addition to the overdue amount, claim interest on the overdue amount at a rate of three percentage points above the Bank of England base rate per annum from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

7.8 If the Client, acting in good faith, disputes the Charges set out in any invoice issued by the Supplier, then the Client shall be entitled to withhold the disputed element of the Charges, provided that the Client gives the Supplier written notice of the amounts to be withheld together with the reason(s). The Parties shall each act in good faith and use reasonable endeavours to promptly resolve such dispute.

7.9 All payments made pursuant to the Agreement shall be in British pounds sterling.

7.10 If required by the Client, the Supplier shall utilise Ariba in relation to payments and raising invoices etc. Any invoice raised in Ariba shall be the definitive VAT invoice for the purpose of documenting the transaction (to the exclusion of any and all other documents). The Supplier shall ensure that the correct VAT treatment is applied to the supply of Goods and/or Services.

**8 LIABILITY**

8.1 The Supplier shall be liable to the Client for any and all losses, claims, damages, liabilities, compensation, demands, costs, proceedings and/or expenses (including legal fees reasonably incurred) sustained, incurred or payable by the Client, to the extent that the same arises by reason of any breach of the Agreement or any tortious act or omission by the Supplier (and/or any third party to whom the Supplier has subcontracted the Services, including any Subcontractor) in the performance of the Supplier’s obligations under or in connection with the Agreement.

8.2 Subject to clause 8.3, the total aggregate liability of the Client to the Supplier for events arising out of or in connection with the Agreement (whether in contract, tort (including negligence), under any indemnity or otherwise) shall be:

- (a) for non-payment of the Charges due in respect of Goods and/or Services that have been provided, limited to the amount unpaid; or
- (b) for any other type of liability, limited to 100% of the Charges payable.

8.3 Nothing in the Agreement shall limit or exclude the liability of either Party:

- (a) for death or personal injury resulting from negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) any other losses which cannot be excluded by law.

## 9 INSURANCE

9.1 For the duration of the Agreement, the Supplier shall maintain in force, with a reputable insurance company, adequate insurance to cover its liabilities pursuant to the Agreement.

9.2 The Supplier shall if requested submit to the Client a certificate or letter signed by the Supplier's insurer or insurance broker which show that the relevant insurance(s) are in force.

## 10 LIVING WAGE

10.1 For the purposes of this clause 10:

- (a) **"Living Wage"** means the hourly rate of pay known as the "living wage" published by the Living Wage Foundation and/or the Citizens UK Charity from time to time; and
- (b) **"Qualifying Employees"** means any employees of the Supplier (or a Subcontractor, as the case may be) who, in the course of supplying the Goods and/or Services, work on the Client's site(s) for a period of two hours in a week for eight or more consecutive weeks.

10.2 The Supplier shall pay to Qualifying Employees a rate of pay of not less than the Living Wage, in respect of all time worked on the provision of the Goods and Services.

10.3 The Supplier shall implement any change to the Living Wage as soon as possible for Qualifying Employees.

10.4 To the extent that the Supplier subcontracts Services, the Supplier shall procure that any Subcontractor also pays to its Qualifying Employees a rate of pay of not less than the Living Wage, in respect of all time worked on the provision of the subcontracted Goods and Services.

10.5 The Client (or its nominee) may audit the Supplier's compliance with this clause 10 in accordance with clause 19.1.

## 11 SUBCONTRACTING

11.1 The Supplier may not subcontract any of its obligations under the Agreement without the prior written consent of the Client.

11.2 The Supplier's duties and/or liabilities under the Agreement shall not be negated or diminished by the Client's consent to subcontracting and/or approval of a particular Subcontractor.

## 12 INTELLECTUAL PROPERTY RIGHTS

12.1 The Supplier assigns to the Client, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services.

12.2 The Supplier shall obtain waivers of all moral rights in the products, of the Services to which any individual is now or may be at any future time entitled.

12.3 The Supplier shall, promptly at the Client's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Client may from time to time require for the purpose of securing for the Client the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to the Client in accordance with clause 12.1.

12.4 All materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier shall be the exclusive property of the Client.

## 13 HEALTH AND SAFETY

13.1 Without limiting the Supplier's duties under Applicable Law and/or any other provision of the Agreement, the Supplier shall in the performance of its obligations under the Agreement:

- (a) ensure that health and safety issues are of vital importance to the Supplier and all of the Supplier personnel involved in providing the Goods and Services;
- (b) comply with:
  - (i) the Health and Safety at Work Act 1974;
  - (ii) all approved codes of practice produced or promulgated by the Health and Safety Executive relevant to providing the Goods and Services; and
  - (iii) the Construction (Design and Management) Regulations 2015 to the extent applicable to work under the Agreement;
- (c) maintain a health and safety policy and ensure Supplier personnel are aware of the contents;
- (d) procure that Supplier personnel have received health and safety training (and re-training) appropriate to their role;
- (e) procure that Supplier personnel have access at all times to proper health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
- (f) procure that there is a full and proper health and safety consultation with all such persons in accordance with the Health and Safety (Consultation and Employees) Regulations 1996.

## 14 DATA PROTECTION

14.1 For the purposes of this clause 14:

- (a) **"Data Controller"**, **"Data Processor"**, **"Data Subject"**, **"Personal Data"**, **"Process"** and **"Processing"** shall have the respective meanings ascribed to such terms by the Data Protection Legislation; and
- (b) **"Data Protection Legislation"** means any Applicable Law relating to the processing, privacy, and use of Personal Data, as applicable to the Client, the Supplier and/or the Services, including the Data Protection Act 2018 ("**DPA 2018**") and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and/or the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive

95/46/EC (General Data Protection Regulation) (“**GDPR**”), and/or any corresponding, equivalent or replacement national laws or regulations and includes any judicial or administrative interpretation of them, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant authority.

14.2 Each Party warrants that it has taken all necessary measures to secure any consents required by Data Protection Legislation from relevant Data Subjects in respect of Personal Data in relation to which it is Data Controller in connection with the activities contemplated by this Agreement.

14.3 The Supplier shall:

- (a) fully comply with and ensure that its agents, Subcontractors, employees and sub-Processors fully comply with all applicable Data Protection Legislation at all times, in particular any and all obligations on Data Processors (to the extent the Supplier is a Data Processor);
- (b) fully comply and ensure that its agents, Subcontractors, employees and sub-Processors fully comply with any of the Client’s processing instructions in respect of any Personal Data including those set out in this clause 14 (“**Processing Instructions**”);
- (c) Process the Personal Data only to the extent and in such manner as is necessary for the performance of the Supplier’s obligations under this Agreement or as is required by Applicable Law or any regulator;
- (d) inform the Client immediately if there is any obligation under any Applicable Law which would require the Supplier to process the Personal Data in any other way than in accordance with the Processing Instructions;
- (e) implement (at its own cost) any and all appropriate technical, organisational and security measures which are in accordance with Data Protection Legislation and any other Applicable Laws. Such measures shall be appropriate to the harm which might result and the risks that are presented by the processing undertaken, in particular from any unauthorised or unlawful Processing, accidental loss, destruction or damage to Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (f) ensure that all Supplier personnel and agents with access to any Personal Data:
  - (i) have written agreements in force requiring them to keep Personal Data confidential;
  - (ii) are informed of the confidential nature of the Personal Data; and
  - (iii) do nothing which would cause the Supplier to be in breach of Data Protection Legislation or this clause 14;
- (g) not cause, permit or suffer the Personal Data to be transferred outside of the United Kingdom and European Economic Area without the prior written consent of the Client. If such consent is obtained, the Supplier shall ensure that such transfer:
  - (i) is undertaken pursuant to a written contract which includes provisions relating to the security and confidentiality of the Personal Data;

(ii) is effected by way of a legally enforceable mechanism for transfers of Personal Data as may be permitted under Data Protection Legislation from time to time (the form and content of which shall be subject to the Data Controller’s written approval);

(iii) is undertaken with a level of security equivalent to that required under clause 14.3(e); and

(iv) otherwise complies with Data Protection Legislation;

(h) provide the Client with reasonable assistance as may be required to allow the Client to comply with the Client’s obligations under Data Protection Legislation which include (without limitation): allowing Data Subjects to exercise their rights under Data Protection Legislation; keeping Personal Data secure; notifying Personal Data breaches to the supervisory authority and to the Data Subjects; and completing data protection impact assessments;

(i) ensure accurate written records are maintained of all the processing activities carried out on behalf of the Client (including but not limited to all categories of processing carried out, transfers of Personal Data and the security measures the Supplier deems appropriate) and make the same available to the Client as may be reasonably required in order for the Supplier to demonstrate compliance with Data Protection Legislation and any Applicable Law;

(j) allow for and contribute to audits and inspections conducted by the Client (or another auditor mandated by the Client) for the purpose of ensuring compliance with this Agreement and Data Protection Legislation; and

(k) notify the Client of any subject access request which is received by the Supplier on behalf of the Client by emailing [dataprotectionofficer@yorkshirewater.co.uk](mailto:dataprotectionofficer@yorkshirewater.co.uk) without undue delay.

14.4 Should the Supplier appoint a Subcontractor to carry out any Processing of Personal Data, the Supplier shall:

(a) not engage the other Processor without the Client’s written consent (such not to be unreasonably withheld or delayed). If the Client gives such consent, the Supplier shall ensure that the Subcontractor relationship is under a written, binding contract which imposes on the Subcontractor data protection obligations equivalent to the data protection obligations in this Agreement; and

(b) ensure that all staff and agents of the Subcontractor required to access the Personal Data are informed of the confidential nature of the Personal Data and do nothing which would cause the Supplier to be in breach of this Agreement, Data Protection Legislation and any Applicable Law; and

(c) at the termination of expiry of this Agreement return to the Client or destroy (at the discretion of the Client) all Personal Data, except where the Processor is required to retain a copy of such Personal Data by law.

14.5 Should the Supplier appoint a Subcontractor with whom it shall share the Personal Data, the Supplier shall:

(a) not engage that Processor without the Client’s written consent (such not to be unreasonably

withheld or delayed). If the Client gives such consent, the Supplier shall ensure that the Subcontractor relationship is under a written, binding contract which imposes on the Subcontractor data protection obligations equivalent to the data protection obligations in this Agreement;

- (b) ensure that all staff and agents of the Subcontractor required to access the Personal Data are informed of the confidential nature of the Personal Data and do nothing which would cause the Supplier to be in breach of this Agreement, Data Protection Legislation and any Applicable Law; and
- (c) at the termination of expiry of this Agreement return to the Client or destroy (at the discretion of the Client) all Personal Data, except where the Supplier is required to retain a copy of such Personal Data by law.

14.6 Each Party shall indemnify the other Party for any and all losses incurred as a result of any breach by the other Party of the Data Protection Legislation.

## 15 CONFIDENTIALITY

15.1 The Supplier shall procure that all Confidential Information (including all technical or commercial information, documents, know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Client) shall be strictly:

- (a) treated as confidential and not be disclosed to any other person without the Client's prior written consent (save for any person that needs it for the purpose of the Supplier performing its obligations under the Agreement);
- (b) appropriately safeguarded;
- (c) protected from corruption or loss and have its integrity preserved; and
- (d) used solely in the performance of its obligations in accordance with the Agreement and for no other purpose whatever.

15.2 The obligations in clause 15.1 shall not apply to any particular piece of confidential information if such information:

- (a) is or becomes public knowledge other than through any act or default of the receiving Party or any person acting or employed by them or acting on their behalf;
- (b) was in the possession of the receiving Party without obligation of confidence prior to its disclosure by the disclosing Party; or
- (c) is required to be disclosed:
  - (i) by Applicable Law; or
  - (ii) pursuant to a reasonable request by a regulator.

## 16 ENVIRONMENTAL INFORMATION REGULATIONS

16.1 The Supplier acknowledges that the Client is subject to the requirements of the Environmental Information Regulations.

16.2 The Supplier shall assist and co-operate with the Client to enable the Client to comply with any disclosure requirements under the Environmental Information Regulations.

16.3 The Supplier acknowledges that the Client, acting in accordance with the Environmental Information Regulations, notwithstanding any provision of the Agreement or any other arrangement, may be required to disclose information,

including Confidential Information. Where possible, disclosure will be done following consultation with the Supplier and having taken its views into account.

16.4 Notwithstanding clause 16.3, the final decision on whether the information (including Confidential Information) shall be disclosed, rests with the Client.

## 17 TERMINATION

17.1 Without limiting its other rights or remedies, the Client may terminate the Agreement with immediate effect (other than in respect of any properly incurred charges at the date of termination) by giving one month's written notice to the Supplier.

17.2 Without limiting its other rights or remedies, the Supplier may terminate the Agreement, by giving the Client three months' written notice.

17.3 Either Party may terminate the Agreement if:

- (a) the other Party commits any material or persistent breach of its obligations under the Agreement; and/or
- (b) the other Party is insolvent.

17.4 In any of the circumstances in the Agreement in which the Client may terminate the Agreement, where both Goods and Services are supplied, the Client may instead terminate part of the Agreement in respect of the Goods, or in respect of the Services, and the Agreement shall continue in respect of the remaining supply.

## 18 CONSEQUENCES OF TERMINATION

18.1 On termination of the Agreement or any part of it for any reason:

- (a) where the Services are terminated, the Supplier shall immediately deliver to the Client all documents, products and materials developed by the Supplier as part of or in relation to the Services, whether or not then complete, and return all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier. If the Supplier fails to do so, then the Client may without limiting its other rights or remedies 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 Agreement;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 19 GENERAL

### Audit

19.1 The Supplier shall allow the Client to inspect the Supplier's records relating to the provision of the Goods and/or Services on reasonable notice during normal business hours. The Client may take copies of the relevant records and books of account, which it shall keep confidential.

19.2 The Client shall be entitled at any time to inspect, examine, test or witness the provision of the Goods or Services or any part of them. Such inspection or examination shall not release the Supplier from, or diminish, any obligation or liability of the Supplier, under the Agreement.

### Bribery and Corruption

- 19.3 Each Party shall not, and shall procure that its employees, directors, agents and any person acting on its behalf shall not:
- (a) commit an offence under the Bribery Act 2010;
  - (b) defraud or attempt to defraud or conspire to defraud the other Party; or
  - (c) directly or indirectly offer, promise, give or agree to give to any person any financial or other advantage as an inducement or reward for:
    - (i) doing or agreeing not to do, or for having done or agreed not to do, any act in relation to the obtaining or execution of the Agreement or any other agreement or contract with that Party; or
    - (ii) showing or agreeing not to show favour or disfavour to any person in relation to the Agreement or any other agreement or contract with that Party; or
    - (iii) inducing the person to perform improperly a relevant function or activity.

19.4 The Supplier shall not collude or engage in any anti-competitive behaviour with any Subcontractor or other Party in relation to the Agreement or any other contract with the Client.

19.5 Each Party shall have the right to terminate the Agreement for breach of clauses 19.3 and/or 19.4.

### Modern Slavery Act

19.6 Each Party shall comply with its obligations under the Modern Slavery Act 2015 at all times.

19.7 On written request, the Supplier shall provide to the Client written confirmation, on the Supplier's letter headed paper, of the Supplier's compliance with the Modern Slavery Act 2015. Such requests from the Client shall be no more than annually.

19.8 In accordance with clause 19.1 the Client reserves the right, on reasonable notice, to audit the Supplier in relation to the Supplier's modern slavery compliance.

### No approval

19.9 The Client's approval, comments, acceptance, inspection, testing or presence at meetings (or any omission to approve, accept, inspect, test or attend a meeting) and/or payment for the Goods and/or Services shall not alter or diminish the Supplier's obligations pursuant to the Agreement.

### No Variation

19.10 No alteration or variation of the terms of the Agreement shall be effective unless agreed by both Parties in writing, expressed to be a variation to the Agreement, and signed for and on behalf of each Party by a duly authorised representative.

### Assignment

19.11 The Supplier shall not be entitled to assign, charge or otherwise transfer the benefit of the Agreement or any part, share or interest herein, without the prior consent of the Client.

19.12 The Client shall be entitled to assign, charge or otherwise transfer the benefit of the Agreement or any part, share or interest herein without the consent of the Supplier.

### No Partnership or Agency

19.13 The Agreement shall not constitute or imply any partnership, joint venture or enterprise, agency, fiduciary relationship or other relationship between the Parties other than the

contractual relationship expressly provided for in the Agreement. In performing their respective obligations in accordance with the Agreement, both Parties are acting as independent contractors and neither Party shall have, nor represent that it has, any authority to make any representations or commitments on the other Party's behalf.

### Rights of Third Parties

19.14 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement. Unless expressly provided by the Agreement, no third party may enforce or benefit from any term of the Agreement.

### Notices

19.15 Any notice to be given under the Agreement shall be:

- (a) in writing;
- (b) in the English language;
- (c) served by sending it by pre-paid first class post, recorded delivery or registered post, or by delivering it to, or leaving it at, the other Party's registered office address.

19.16 Notices delivered:

- (a) to or left at (but not, in either case, by post), the relevant address shall be deemed to have been received at the time of delivery or 0800 hours if delivered or left before 0900 hours on a Working Day or 0800 hours on the next Working day if delivered on a non-Working Day; and
- (b) by pre-paid first class post, recorded delivery or registered post shall be deemed to have been served three Working Days from the date of posting.

### Waiver

19.17 The failure to exercise, or delay in exercising, a right or remedy provided by the Agreement or by an Applicable Law shall not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Agreement or an Applicable Law shall prevent any further exercise of the right or remedy or the exercise of another right or remedy.

### Cumulative remedies

19.18 The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.

### Survival

19.19 The provisions of clauses 1, 3, 4, 8, 9, 11, 12, 13, 14, 15, 16, 18 and 19, and any other relevant clauses and schedules which expressly or by implication are stated to survive termination or expiry of the Agreement) shall survive expiration or earlier termination of the Agreement and shall continue to apply in respect thereof.

### Severability

19.20 If any provision of the Agreement shall be held to be invalid or unenforceable by a judgment or decision of any court of competent jurisdiction or any authority whose decisions have the force of law binding on the Parties, such provision shall be deemed to be severed from the Agreement and the remainder of the Agreement shall remain valid and enforceable to the fullest extent permitted by Applicable Law.

19.21 If a provision of the Agreement that is fundamental to the accomplishment of the purpose of the Agreement is held to any extent to be invalid, the Supplier and the Client shall immediately commence negotiations in good faith to remedy that invalidity such that, as amended, the relevant provision



is legal, valid and enforceable and, to the extent possible, reflects the original commercial intention of the Parties.

Set Off

- 19.22 Where the Supplier has incurred any liability to the Client, whether under the Agreement or otherwise and whether such liability is liquidated or unliquidated, the Client may set off the amount of such liability against any sum that would otherwise have been due to the Supplier under the Agreement.

Entire Agreement

- 19.23 The Agreement and any other document referred to in the Agreement shall constitute the entire Agreement between the Parties, and shall supersede any previous agreements, understandings, statements, representations, warranties and communications between the Parties, provided that nothing in this clause 19.23 shall exclude or limit the liability of the Parties for fraud or fraudulent misrepresentation.

- 19.24 Without prejudice to the Client's liability for fraudulent misrepresentation, the Supplier hereby acknowledges and confirms to the Client that in entering into the Agreement it has placed no reliance upon any statement, representation or warranty made or given by the Client during the course of negotiation which is not contained in the Agreement.

Electronic signatures

- 19.25 The Supplier acknowledges and agrees that any document related to the Agreement may be signed and dated as a contract by means of an electronic signature platform.

Governing Law and Jurisdiction

- 19.26 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- 19.27 In relation to all disputes arising out of the Agreement, dispute resolution shall be by legal proceedings and in this regard the Parties submit to the exclusive jurisdiction of the English Courts.