



Standard Terms and Conditions

This Contract sets out the terms on which **Karbon Homes** whose registered office is at Number Five, Gosforth Park Avenue, Gosforth Business Park, Newcastle upon Tyne, NE12 8EG (“**Us**”, “**We**” or “**Our**”) will buy certain goods and/or services from the company or person named in the Purchase Order (“**You**” or “**Your**”).

1. Definitions

The following definitions apply to this Contract.

Charges the payment We will make to You in return for You providing the Goods and/or Services.

Commencement Date the earlier of You issuing written acceptance of Our Purchase Order or any act by You consistent with fulfilling Our Purchase Order at which point and on which date the Contract shall come into existence.

Conditions these terms and conditions as amended from time to time in accordance with clause 25.

Confidential information any information which has been designated as confidential by either You or Us in writing or that ought to be considered as confidential, including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, or information relating to either of our personnel, customers and suppliers.

Contract these Conditions together with the Purchase Order and any Specification. If there is any conflict or ambiguity between the Conditions, Purchase Order and any Specification, the terms of the Specification shall have priority over the terms of the Purchase Order which shall have priority over the terms of these Conditions.

Customer Materials all documents, information, items and materials in any form (whether owned by Us or a third party) which are provided by Us to You in connection with

the Services.

Data Protection Legislation any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and (for so long as and to the extent that the law of the EU has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and all other applicable laws and regulations relating to processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner.

Default Notice a notice setting out the default and, if the default can be put right, the action needed to put it right and the timescale within which it must be put right.

Deliverables all documents, products and materials developed by You or Your agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Address the address for delivery stated on the Purchase Order.

Force Majeure Event acts of war, government decision, riots, civil commotion and any event or circumstance which is beyond Your or Our reasonable control but excluding any strike or labour dispute of Your staff or any of Your subcontractors failing to provide the Goods or Services.

Fraud any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud Us.

Goods all goods, materials or articles (or any part of them) which We ask You to provide to Us under this Contract as set out in the Purchase Order and/or the Specification (as applicable).

Intellectual Property Rights all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information, (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and 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.

Purchase Order Our order for the supply of Goods and/or Services, as set out on Our official order form and to which these Conditions apply.

Property or Properties the place(s) where You will carry out the Services or deliver the Goods which are set out in the Specification or the Purchase Order (as applicable).

Regulatory Body an organisation which is set up either by law or in some other way, and whose regulatory powers apply to either one of us (or both of us).

Services the services, including any Deliverables, to be provided by You to Us under this Contract which are described in the Purchase Order and/or the Specification (as applicable).

Service Review a review of the Services which We may carry out from time to time to check that You are performing the Services in a way which We consider to be satisfactory and in accordance with the terms of this Contract.

Specification the description of the Goods and/or Services included in the Purchase Order or any other written description we may have provided to You setting out the type of Goods and/or Services You will provide and the standard of the Goods and/or Services You will deliver under this Contract.

TUPE The Transfer of Undertakings (Protection of Employment) Regulations 1981 (including all the amendments made to these regulations since 1981 which are still in force).

VAT Value added tax.

Working Day between 9:00am and 5:30pm Monday to Friday, but not including any days which are bank holidays or public holidays in the United Kingdom.

2. Ordering of Goods and Services

- 2.1. We will place any orders for Goods and/or Services in writing using a Purchase Order.
- 2.2. If We place a Purchase Order with You, this will constitute an offer by Us to buy the Goods and/or Services from You subject to this Contract.
- 2.3. These Conditions will apply to the Contract between us to the exclusion of any other terms or conditions You seek to impose or incorporate, or

which are implied by trade, custom, practice or course of dealing.

- 2.4. You must raise any queries with Our Purchase Order in writing within 7 days of the date of Our Purchase Order otherwise We will be entitled to treat the Purchase Order as accepted by You.
- 2.5. No Purchase Order or variation to a Purchase Order or to these Conditions will be binding on Us unless they are issued or confirmed on Our official printed order or amendment forms and signed by an authorised representative for Our Company.
- 2.6. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. Start and length of this Contract

- 3.1. This Contract will start on the Commencement Date and will continue in force until the earlier of the date on which You have delivered the Goods and/or completed the Services in accordance with all Purchase Orders and/or Specifications (as applicable) or the date on which either of us ends the Contract under clause 21.

4. Terms relating to Goods

- 4.1. When you supply Goods to Us you must:
 - 4.1.1. comply with all applicable laws and regulations concerning the manufacture, packaging, packing and delivery of the Goods;
 - 4.1.2. allow Us to inspect and/or test the Goods at any time before delivery. You shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect Your obligations under the Contract. If, following such inspection or testing, We consider that the Goods do not or are unlikely to comply with Your undertaking at clause 4.10.3, We shall inform You and You shall immediately take such remedial action as is necessary to ensure compliance and We may conduct further inspections and tests after You have carried out remedial actions;
 - 4.1.3. mark the Goods in accordance with Our instructions and any

- applicable laws and regulations and properly pack and secure them so that that they reach the Delivery Address in an undamaged condition;
- 4.1.4. supply Us with any instructions or other information which We may need to accept delivery of the Goods and to make use of the Goods;
 - 4.1.5. ensure each delivery for the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.6. ensure that any delivery note states clearly any requirement for Us to return any packaging material for the Goods to You. Any such packaging material shall only be returned to You at Your cost.
- 4.2. We will be entitled to reject any Goods delivered to Us which are not in accordance with this Contract, and We will not be deemed to have accepted any Goods until We have had a reasonable time to inspect them after they have been delivered to the Delivery Address.
 - 4.3. You shall deliver the Goods:
 - 4.3.1. on the date specified in the Purchase Order or, if no date is specified, then within 10 Working Days of the date of the Purchase Order;
 - 4.3.2. to the Delivery Address or such other location as is instructed by Us before delivery; and
 - 4.3.3. during Our normal hours of business on a Working Day, or as instructed by Us.
 - 4.4. Where You cannot give Us the date for delivery of the Goods until after We have placed a Purchase Order, You must give Us reasonable advance notice of the date for delivery.
 - 4.5. You shall not deliver the Goods in instalments without Our prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by You to deliver any one instalment on time or at all or any defect in an instalment shall entitle Us to the remedies set out in clause 6.
 - 4.6. Risk of damage to or loss of the Goods will pass to Us on completion of delivery to the Delivery Address and acceptance of the Goods by Us.
 - 4.7. Ownership of the whole of the Goods will pass to Us upon delivery to the Delivery Address, unless We pay you for the Goods before delivery, in which case it will pass to Us once We have paid You for the Goods concerned.
 - 4.8. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Address.
 - 4.9. If You:
 - 4.9.1. deliver less than 95% of the quantity of goods ordered, We may reject the Goods; or
 - 4.9.2. deliver more than 105% of the quantity of Goods ordered, We may at our sole discretion reject the Goods or the excess Goods,
 and any rejected Goods shall be returnable at Your risk and expense. If You deliver more or less than the quantity of Goods ordered and We accept delivery, You shall make a pro rata adjustment to the invoice for the Goods.
 - 4.10. You warrant to Us that the Goods:
 - 4.10.1. will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose You have told Us they will be fit for or which We have made known to You expressly or by implication, and in this respect We rely on Your skill and judgement;
 - 4.10.2. will be free from defects in design, material and workmanship;
 - 4.10.3. will correspond with their description and the Specification (where relevant); and
 - 4.10.4. will comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
 - 6.8 You shall ensure that at all times You have and maintain all licences, permissions, authorisations, consents and permits that You need to carry out Your obligations under the Contract in respect of the Goods.

5. Terms relating to Services

- 5.1. You shall from the Commencement Date and for the duration of the Contract supply the Services to Us in accordance with the terms of the Contract.
- 5.2. You shall meet any performance dates for the Services that We notify to You and time is of the essence in relation to any of those performance dates.
- 5.3. In providing the Services, You shall:
 - 5.3.1. co-operate with Us in all matters relating to the Services, and comply with all of Our instructions;
 - 5.3.2. perform the Services with the best care, skill and diligence in accordance with best practice in Your industry, profession or trade;
 - 5.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Your obligations are fulfilled in accordance with the Contract;
 - 5.3.4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that We expressly or impliedly make known to You;
 - 5.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Us, will be free from defects in workmanship, installation and design;
 - 5.3.7. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 5.3.8. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
 - 5.3.9. observe all health and safety rules and regulations and other security requirements that apply at any of Our premises;

- 5.3.10. hold all Customer Materials in safe custody at Your own risk, maintain the Customer Materials in good condition until returned to Us, and not dispose or use the Customer Materials other than in accordance with Our written instructions or authorisation;
- 5.3.11. not do or omit to do anything which may cause Us to lose any licence, authority, consent or permission upon which We rely for the purposes of conducting Our business, and You acknowledge that We may rely or act on the Services; and
- 5.3.12. comply with any additional obligations as set out in the Specification.

6. Our Remedies

- 6.1. If You fail to deliver the Goods and/or perform the Services by the applicable date, We shall, without limiting or affecting other rights or remedies available to us, have one or more of the following rights:
 - 6.1.1. to terminate the Contract with immediate effect by giving written notice to You;
 - 6.1.2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which You attempt to make;
 - 6.1.3. to recover from You any costs incurred by Us in obtaining substitute goods and/or services from a third party;
 - 6.1.4. to require a refund from You of sums paid in advance for Services that You have not provided and/or Goods have You have not delivered; and
 - 6.1.5. to claim damages for any additional costs, loss or expenses incurred by Us which are in any way attributable to Your failure to meet such dates.
- 6.2. If You have delivered Goods that do not comply with the warranties set out in clause 4.10 then, without limiting or affecting other rights or remedies available to Us, We shall have one or more of the following rights whether or not we have accepted the Goods:
 - 6.2.1. to terminate the Contract with immediate effect by giving written notice to You;
 - 6.2.2. to reject the Goods (in whole or in part) whether or not title has passed and to return them

- to You at Your own risk and expense;
- 6.2.3. to require You to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- 6.2.4. to refuse to accept any subsequent delivery of the Goods which You attempt to make;
- 6.2.5. to recover from You any expenditure incurred by Us in obtaining substitute goods from a third party; and
- 6.2.6. to claim damages for any additional costs, loss or expenses incurred by Us arising from Your failure to supply Goods in accordance with clause 4.10.
- 6.3. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by You.
- 6.4. Our rights under the Contract are in addition to Our rights and remedies implied by statute and common law.

7. Our Obligations

- 7.1. We shall:
- 7.1.1. provide You with reasonable access at reasonable times to Our premises for the purpose of providing the Services; and
- 7.1.2. provide such necessary information for the provision of the Services as You may reasonably request.

8. Invoicing and payments

- 8.1. In return for You carrying out Your obligations under this Contract, We will pay You the Charges.
- 8.2. The Charges shall be:
- 8.2.1. as set out in the Purchase Order; and
- 8.2.2. Your full and exclusive remuneration in respect of the performance of the Services. Unless otherwise agreed in writing by Us, the Charges shall include all of Your costs and expenses directly or indirectly incurred in connection with the performance of the Services.
- 8.3. We will pay You the Charges each month in arrears, within 30 days from the date We receive a valid invoice.
- 8.4. Any invoice You send to Us must quote the Purchase Order number otherwise We will not pay the invoice.
- 8.5. The Charges include all materials, equipment, packaging, insurance, storage and delivery and You will not

charge Us for any extra costs or expenses whatsoever unless they are agreed in advance with Our Contract Manager in writing.

- 8.6. The Charges do not include VAT. If VAT is due, We will pay this on top of the Charges, if You provide Us with a valid VAT invoice, before payment is due for the supply of the Goods and/or Services.
- 8.7. The Charges will not be varied while this Contract is in force unless We agree in writing to a different price for the Goods or Services.
- 8.8. If We have not paid You the Charges within 30 Working Days of the due date for payment, You may charge Us interest on the amount of any late payment (unless We disagree with the unpaid amount). The interest will be worked out every day, from the date We should have paid the Charges to the date when We actually make the payment. The interest rate that will apply will be 2% per annum over the base rate of Barclays Bank plc from time to time.
- 8.9. If any query about mistakes in the Charges cannot be settled within 20 Working Days of either of us raising the query, either one of us may ask for the disagreement to be dealt with under clause 24 and an appropriate adjustment to the Charges will be made once the disagreement is settled or decided.
- 8.10. We will be entitled at any time without notice to You to set off any of our liabilities to You whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Us of our right under this clause shall not limit or affect any other right or remedy available to Us under the Contract or otherwise.

9. The Contract Manager

- 9.1. From the Commencement Date we must both appoint a person who can manage the rights and powers under this Contract and this person will be called the "**Contract Manager**".
- 9.2. Details of the people appointed to act as Contract Managers, including their name, email address and contact telephone number will be set out in the Purchase Order. If We have not identified a Contract Manager in the Purchase Order, then the requisitioner named on the Purchase Order will be deemed to be Our Contract Manager.
- 9.3. Either of us will be entitled to change the Contract Manager at any time, but

- at least five Working Days' notice in writing must be given unless, for reasons beyond either party's control, this is not possible in which case notice must be given as early as possible.
- 9.4. The Contract Manager must make sure they share appropriate information about the quality standards and reporting requirements of this Contract with the staff who are connected with the Contract.
- 10. Service Reviews**
- 10.1. You must allow Our Contract Manager, or any person authorised by him or her, and all other appropriate staff to inspect or witness the Services.
- 10.2. In addition We may occasionally carry out a Service Review, however We will always act reasonably when carrying out any Service Review and wherever practicable will give You at least one calendar month's notice if we intend to carry out a Service Review.
- 11. Legal duties**
- 11.1. You must fully co-operate with Us when We are carrying out any legal duty and give Us any information or help We may need, as long as We have given You reasonable notice.
- 11.2. For example, You must allow Our employees or authorised agents to:
- 11.2.1. speak to Your employees; and
 - 11.2.2. look at all the information, reports, financial accounts, documents and records You have or have access to;
- who or which are relevant to this Contract or the Goods and Services.
- 11.3. You must also allow Us to take copies of the information referred to in clause 11.2b.
- 11.4. We will treat any information You provide under this clause 11 as Confidential Information.
- 12. Equal Opportunities**
- 12.1. You must comply with the Equality Act 2010, have an equal opportunities policy for as long as this Contract is in force and give Us a copy of this policy if We ask to see it.
- 13. Records and information**
- 13.1. At Our reasonable request You must provide Us with all information which We may ask for to assess how You are carrying out Your responsibilities under this Contract.
- 13.2. You must tell Us if:
- 13.2.1. there is a change in who controls most of the shares in, or the voting rights among shareholders or members of, Your organisation;
 - 13.2.2. You merge with another organisation;
 - 13.2.3. You transfer Your activities to another organisation;
 - 13.2.4. You transfer Your business to another organisation;
 - 13.2.5. as a result of any misconduct or mismanagement on Your part, a Regulatory Body orders an inquiry into Your affairs; or
 - 13.2.6. any registration which You must maintain to provide any of the Goods or Services is withdrawn or cancelled, or is threatened to be withdrawn or cancelled.
- 13.3. Failure to comply with clauses 13.1 and 13.2 above may at our discretion result in termination of the Contract in accordance with clause 21.2 (material default).
- 14. Data Protection**
- 14.1. In performing Your obligations under this Contract You agree to and shall comply with all applicable requirements of the Data Protection Legislation as it applies to Goods and Services provided under this Contract.
- 15. Health and safety**
- 15.1. You must protect the health, safety and wellbeing of Your staff, volunteers and sub-contractors at all times. You must follow the conditions of the Health and Safety at Work Act 1974, and any other health and safety regulations and/or codes of practice in force at the relevant time.
- 15.2. You must ensure that Your staff observe all health and safety rules and regulations and any other security requirements We inform You about (which must be reasonable) at any of Our premises or any of the Properties.
- 16. Confidentiality**
- 16.1. Each party undertakes that it shall not at any time disclose to any personal any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2. Each party may disclose the other party's confidential information:
- 16.2.1. 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 must comply with this clause 16; and
- 16.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 17. Intellectual Property Rights**
- 17.1. In relation to the Customer Materials:
- 17.1.1. We and our licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
- 17.1.2. We grant to You a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to Us.
- 17.2. In relation to the Deliverables:
- 17.2.1. You hereby assign to Us, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables;
- 17.2.2. You shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV or Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
- 17.2.3. You shall, promptly at Our request, do (or procure to be done) all such further acts and things and the execution of all such other documents as We may from time to time require for the purpose of securing for Us all right, title and interest in and to the Intellectual Property Rights assigned to Us in accordance with clause 17.2.1.
- 17.3. You warrant that the receipt, use and onward supply of the Services and the Deliverables (excluding the Customer Materials) by Us shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 17.4. You indemnify Us and keep us indemnified in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Us arising out of, or in connection with:
- 17.4.1. any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);
- 17.4.2. any claim made against Us by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- 17.4.3. any claim made against Us by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 18. Insurance**
- 18.1. For as long as this Contract is in force and for a period of six years after it ends, You must maintain in force the minimum levels of insurance cover set out in clause 18.2. Your insurance must be with a reputable insurance company. You must also make sure that any of Your sub-contractors who are providing any or all of the Goods and Services on Your behalf take out the same levels of insurance.
- 18.2. It is a condition of this Contract that You have in place:
- a) employer's liability insurance in the sum of £10 million; and
- b) public liability insurance in the sum of £10 million.
- 18.3. You must provide Us with copies of the policy schedules for the insurance referred to in clause 18.2 if We ask to see these, together with evidence that the insurance is in force.
- 18.4. If We do not think that any of the insurance policies provide enough cover to meet clause 18.2 We will tell You and You must rectify this as soon as possible.
- 18.5. We may also, at Our sole discretion, request that You take out and maintain in force additional insurance

- cover to that which is referred to in clause 18.2. For example, if You are providing Us with Goods under the Contract, we may request that You maintain in force an appropriate level of product liability insurance with a reputable insurance company.
- 18.6. Any request made under clause 18.5 shall be made in writing and shall specify the level of insurance which You are required to take out and maintain in force for as long as the Contract is in force and for a period of six years after it ends.

19. Liabilities

- 19.1. Neither of us excludes or limits our liability for:
- death or personal injury caused by our negligence;
 - fraud or fraudulent misrepresentation;
 - breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 19.2. You must protect Us against all actions, claims, demands, proceedings, damages, costs and expenses arising out of, or in connection with this Contract, unless they have been caused by Our negligence or the negligence of Our employees or agents.
- 19.3. Subject to clause 19.1, neither of us will be liable to the other for any:
- loss of profits;
 - loss of business;
 - loss of revenue;
 - loss of or damage to goodwill;
 - loss of savings (whether anticipated or otherwise); and/or
 - any indirect or consequential loss or damage.

20. Defaults

- 20.1. If You breach any of the terms of this Contract, We will be entitled to serve You with a Default Notice. This will not affect any of Our other rights, either under this Contract or by law.
- 20.2. If We serve You with a Default Notice which relates to a default which can be put right, the Default Notice will tell You what We consider the default to be and the timescale in which We expect You to put things right.
- 20.3. You will be entitled to apply clauses 20.1 and 20.2 to Us but if the default involves Us failing to pay You the Charges on time, You must allow Us a minimum of 30 Working Days to rectify the position and pay the Charges.

- 20.4. If there is any disagreement between us as to whether there has been a default, or about the action that needs to be taken or the timescale within which the action is to be taken, either of us can refer the matter for resolution, in accordance with clause 24.

- 20.5. If either of us fails to put right a default within the timescale set out in any Default Notice we will each be entitled to end this Contract immediately by giving notice in writing.

21. Ending this Contract

- 21.1. Without affecting any other right or remedy available to us, either of us will be entitled to give the other party notice ending this Contract immediately if:
- being an individual, either of us is declared bankrupt, or a bankruptcy petition is filed against one of us at court, or if either of us tries to make an arrangement for the benefit of creditors;
 - either of us takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with our creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - either of us commits or causes anyone else to commit any criminal offence in providing the Goods or Services (except for any minor offence or minor traffic offence); or
 - in relation to any Contract either of us, or any person employed by either of us or acting on our behalf, commits an offence under the Bribery Act 2010 or gives any fee or reward to anyone which is an offence under section 117(2) of the Local Government Act 1972.
- 21.2. We will be entitled to end this Contract by giving You written notice effective from the date specified in Our notice if You commit a material default that in Our reasonable opinion cannot be remedied or that You have not remedied to Our reasonable satisfaction within 20 Working Days or within any other timeframe specified in Our Default Notice.

- 21.3. We will be entitled to end this Contract by giving one month's notice if, following a Service Review, the Service does not meet the standards set out in the Purchase Order or Specification (as applicable).
- 21.4. We may end all or part of this Contract for any reason by giving You at least one month's notice in writing.
- 21.5. If all or part of this Contract is ended, whether under clause 20 or this clause 21, clause 21.6 will apply.
- 21.6. When this Contract ends, You must give Us all the information, files, records, Deliverables (whether or not then complete), Customer Materials and documents which We give You under this Contract or which You produced while carrying out Your responsibilities under this Contract. If You fail to do so then We may enter Your premises and take possession of them and, until they have been returned or delivered, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 21.7. You must not keep any copies of the information referred to in clause 21.6 unless We give You permission or You have to do so by law.
- 21.8. Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 21.9. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

22. Transferring and subcontracting the Contract

- 22.1. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other matter with all or any of Our rights and obligations under the Contract.
- 22.2. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without Our prior written consent.

23. Agency

- 23.1. 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.

24. Disagreements

- 24.1. If we disagree about anything related to this Contract, and it cannot be resolved by the Contract Managers within 20 Working Days, then either of us may notify the other's Contract Manager in writing that we want the disagreement to be referred to a meeting at director level to resolve, negotiating on the basis of good faith.
- 24.2. If after 20 Working Days following the directors' meeting referred to in clause 24.1 the dispute has not been resolved then either of us may notify the other that we wish to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure 2018 (the 'Model Procedure') or such later edition as may be in force from time to time.
- 24.3. If we cannot agree on the identity of the mediator then either of us may request CEDR to appoint one. The Model Procedure will be amended to take account of any relevant provisions in this Contract or any other contract which we may enter into.
- 24.4. We must use our best endeavours to ensure that the mediation starts within 20 Working Days of service of the notice referred to in clause 24.2 and pay the mediator's fee in equal shares.
- 24.5. Any agreement reached as a result of mediation shall be binding on both of us, but if the disagreement has not been settled by mediation within 10 Working Days of the mediation starting then either of us may commence legal proceedings.
- 24.6. Neither of us shall be prevented by this clause 24 from taking steps in relation to court proceedings to protect our position, including applying for interim relief or pursuing proceedings to prevent limitation periods from expiring or to protect our employees, agents or users.

25. Variations to the Contract

- 25.1. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing

and signed by the parties or their authorised representatives.

26. Waiver

26.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

27. Information and Retendering

27.1. At Our reasonable request and within 15 Working Days of Us asking You, You must provide Us with any information We ask for (at no cost to Us) to help Us prepare the necessary documents to appoint another person to provide the Goods and Services in Your place.

27.2. You must make sure that all the information You give Us is accurate, and give Us permission to use any of the information in the course of Our work.

28. TUPE

28.1. Subject to Your obligations under clause 14 (Data Protection) and clause 16 (Confidentiality) You must give Us the information We need to meet Our responsibilities under TUPE when either this Contract comes to an end or it no longer applies to a particular Service.

28.2. You must give Us the information referred to in clause 28.1 above:

- a) within 20 Working Days of Our reasonable request made at any time in the 9 months before this Contract comes to an end; or
- b) (if this Contract or its application to a particular Service is terminated on notice) within 20 Working Days of You giving or receiving notice of any such termination; or
- c) (if this Contract or its application to a particular Service is terminated immediately) within 20 Working Days of such termination.

28.3. You agree to indemnify Us from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any

claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Contract is terminated and/or transferred to any third party ("**Relevant Transfer Date**") arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

29. Prevention of Fraud and Prevention of Corruption

29.1. You must take all reasonable steps to prevent Fraud by Your staff, volunteers and sub-contractors when they receive money from Us.

29.2. You will notify Us immediately if You suspect that any Fraud is happening or is likely to happen.

29.3. You will not offer or give to Us or any of Our staff any gift or reward as an incentive for entering enter into this Contract or any other contract with You. You will not show any favouritism to any person in relation to this Contract or any other contract with Us and You will also refrain from doing anything in order to give an advantage to any person.

29.4. You agree that You have not paid any commission to Us or agreed to pay any commission to any staff employed by Us in connection with this Contract.

29.5. In performing Your obligations under this Contract You agree to comply with the Bribery Act 2010 as it applies to Goods and Services provided under this Contract.

29.6. If We discover that You or any of Your staff have breached any of the terms this clause 29 in relation to this or any other contract with Us We may end this Contract immediately and claim from You any fines or penalties We are liable to pay and any costs We incur as a result of early termination of the Contract, including the costs of making other arrangements for the Goods or Services to be provided for the remainder of the Contract period.

30. Validity

30.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not

affect the validity and enforceability of the rest of the Contract.

31. Remedies

31.1. If Goods are not delivered or Services are not performed on the due date then We shall be entitled to (i) deduct from the Charges or (if We have already paid the Charges) claim from You by way of liquidated damages for delay ½% of the Charges for every week's delay up to a maximum of 10% and/or (ii) cancel the Purchase Order (or relevant part of the Purchase Order) without liability to You and purchase substitute goods or services elsewhere and recover from You any loss or additional cost incurred.

31.2. Any remedy or right which either of us may have in relation to a default committed by the other will be in addition to all other rights and remedies available to either of us.

32. Contract (Rights of Third Parties) Act 1999

32.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for any third party to enforce any term of the Contract.

33. Notices

33.1. Any notice or other communication given to a party under this Contract must be in writing and can only be delivered by:

- a) recorded delivery post;
- b) hand;
- c) electronic mail;

33.2. For the purposes of sending written notice or other communication by recorded delivery post, personal delivery or electronic mail, each of our addresses are set out in the Purchase Order. All notices and communications must be sent to the Contract Manager.

33.3. All notices and communications will be considered to have been served:
a) if posted, two working days after the date it was posted;
b) if personally delivered, on the date it was delivered;
c) if sent by electronic mail, when the sender receives an automated message confirming delivery; or 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

33.4. If a notice is considered to have been served on a day which is not a Working Day or is not received between 9 am and 5 pm on a Working Day, it will be considered to have been served on the next Working Day.

34. Force Majeure Events

34.1. If either of us fails to carry out our responsibilities under this Contract as a result of a Force Majeure Event, the affected party will not be liable under this Contract for any failure as long as they have given the other person notice of the Force Majeure Event within 10 days of the failure.

34.2. If a Force Majeure Event happens, we will meet to discuss how You can continue to provide the Goods and Services until the Force Majeure Event stops.

35. Severance

35.1. No clause, sub-clause or their relevant parts in this Contract may be held to be unenforceable or void except for the judgement of a court of competent jurisdiction. Should any clause, sub-clause or part thereof be so held to be unenforceable or void the remaining clauses, sub-clauses and their relevant parts shall remain in full force and effect to the extent that they are capable of remaining operative having taken account of the said court's judgement.

36. Law and Jurisdiction

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

36.2. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

37. Entire Agreement

37.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.