

Hughes and Salvidge Ltd

PURCHASE ORDER TERMS & CONDITIONS

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1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Account's Team Address: accountspayable@hughesandsalvidge.co.uk

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change: an amendment to:

- a) the scope, nature, volume or execution of the Goods and Services under this Contract; or
- b) any other term or schedule of this Contract.

Change Control Note: the written record of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for agreeing a Change, as set out in Clause 10.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 20.10.

Contract: the contract between the Customer and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly.

Customer: HUGHES AND SALVIDGE LIMITED registered in England and Wales with company number 06285977.

Customer Materials: has the meaning set out in clause 5.6(i).

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

Force Majeure: includes any event not within a party's reasonable control including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority,

including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party), and interruption or failure of utility service.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Supplier in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Mandatory Policies: the Customer's business policies and codes made available at <https://www.hughesandsalvidge.co.uk/98/578/policies> as amended or updated from time to time.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

Project Programme: the Customer's programme containing details of the Services required under the Order, including but not limited to the sequence of tasks required, deadlines for each task and any other specific instructions by the Customer.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.

Site: the specified location(s) set out in the Order (or as instructed by the Customer before commencement of delivery of the Goods/Services) where the Services are to be supplied and/or the Goods are to be delivered.

Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.

Supplier's Programme: the sequence of the tasks to be performed by the Supplier, including but not limited to the process, steps and resources required and to be employed, and health and safety objectives to be complied with to complete the Services as specified in the Order.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

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

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

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier which the Customer reasonably considers is consistent with fulfilling the Order,

at which point and on which date the Contract shall become binding on the parties (**Commencement Date**).

2.3 An Order may be withdrawn or amended by the Customer at any time before the deemed acceptance by the Supplier.

2.4 All Orders shall be carried out in compliance with ISO9001.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.7 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification, and comply with the terms and conditions of the Contract;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- (e) be packed as per the Customer's Order (including any special packaging instructions by the Customer) and clearly marked on the outer packaging with the Order reference number, name and Site address as provided on the Order.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Supplier shall be responsible for any costs, loss or expenses incurred or suffered by the Supplier for replacing or repairing the Goods so that the Goods comply with the Supplier's undertakings and by the Customer which are in any way attributable to the Supplier's failure or delay in providing the Goods and Services in compliance with the Supplier's undertakings.

3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments subject to clause 4.7, the outstanding balance of Goods remaining to be delivered; and
- (c) it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall be fully responsible for the safety of the Goods until the completion of unloading and stowing of the Goods at the Site.

4.3 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or, if no such date is specified, then within 14 days of the date of the Order;
- (b) to the Site; and
- (c) during Business Hours or as instructed by the Customer.

4.4 Delivery of the Goods shall be deemed completed on the completion of unloading and stowing of the Goods at the Site. The Supplier shall be responsible for unloading and stowing of the Goods at the Site unless otherwise specified in the Order by the Customer.

4.5 Acceptance of the Goods shall be deemed to have taken effect until:

the Goods have been delivered in full compliance with the terms of the Contract;

all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of the Customer at its sole discretion acting reasonably, which the Customer shall have 20 Business Days (or a longer period as may reasonably be required for the relevant Goods) to do from the date of completion of delivery of the Goods; and

the Customer has notified the Supplier in writing that the Goods have been delivered in full compliance with the Order and the Conditions of the Contract including this clause 4.

4.6 If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or

- (b) delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 4.7 The Supplier shall not deliver the Goods in instalments without the Customer's 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 the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 7.1.

- 4.8 Title and risk in the Goods shall pass to the Customer on completion of delivery.

5. Supply of Services

- 5.1 The Supplier shall from the date and for the duration as agreed in writing by the parties or set out in the Order and at the Site supply the Services to the Customer in accordance with the terms of the Contract.

- 5.2 The Supplier shall provide the Customer with the Supplier's Programme, including but not limited to the Supplier's method statements, within 7 days of the Commencement Date and in any event before the carrying out any Services set out in the relevant Order. If the performance of the Order is required sooner than 7 days, then the parties shall act in good faith to, as soon as reasonably possible, agree on a relevant Supplier's Programme in writing before commencing the performance of the Services. In the event that the Supplier does not provide its Supplier's Programme to the Customer, the Supplier is deemed to have accepted to perform the Services in accordance with the Customer's Project Programme, including but not limited to the dates and duration of the Services.

- 5.3 The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.

- 5.4 The Services shall be deemed performed on confirmation of completion in writing by the Customer and shall not be performed in instalments unless otherwise specified in the Order and agreed in writing by the Customer.

- 5.5 Each performance of the Services shall be accompanied by a note in writing including:

the date of the Order;

the relevant Customer and Supplier details;

the category, type and quantity of Services performed;

any special instructions for the Customer; and

any additional information requested by the Customer as set out in the Order.

5.6 In providing the Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences, permissions, authorisations and consents (from all necessary authorising bodies including but not limited to any regulatory authorities and public) which may be required for the provision of the Services;
- (h) in addition to clause observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises or the Site;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- (j) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which the Customer relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (k) comply with any additional obligations as set out in the Contract.

Time is of essence for performance of Services. If the Supplier fails to perform any or all of the Services or fulfil any or all of the Service requirements as set out in the Order, this failure shall constitute material breach of the Contract by the Supplier and the Customer shall (without prejudice to its other rights and remedies) terminate the Contract with immediate effect by notice under clause 17.

6. Health and Safety

The Supplier shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Sites from time to time. The Customer reserves the right to refuse the Supplier or any of the Supplier's personnel involved in the provision of the Services access to the Site, which shall only be given to the extent necessary for the performance of the Services.

The Supplier shall, at all times, act in accordance with the Customer's Health and Safety procedures and agrees not to do, or omit to do something that may jeopardise the health and safety or wellbeing of its own employees, the employees of the Customer or any other employees employed at the Site, or a stakeholder involved in any of the Customer's project.

Where required by the Customer, the Supplier shall provide all method statements and risk assessments for the carrying out the Order and shall, as and when requested by the Customer, provide such further method statements and risk assessments and in such detail as the Customer shall consider necessary.

The Customer shall not be in breach of this Contract or be liable in any way to the Supplier for revisions or changes required to health and safety procedure or documentation and reserves the right to review and approve documentation within a period of up to ten (10) working days for initial review. This review period is deemed as included within the Supplier's Programme.

7. Customer remedies

7.1 If the Supplier fails to deliver the Goods or perform the Services as specified by the Customer requirements under the Contract, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier and the obligations under clause 18 shall apply;
- (b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and/ or

- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to provide the Goods and Services in compliance with the Order.

7.2 If the Goods are not delivered by the applicable date, the Customer may, at its option, claim or deduct 2.5% of the price of the Goods for each week's delay in delivery of the Goods, by way of liquidated damages, until the earlier of delivery of the Goods or termination or abandonment of the Contract by the Customer, up to a maximum of 20% of the total price of the Goods. If the Customer exercises its rights in respect of late delivery under this clause 7.2 it shall not be entitled to any of the remedies set out in clause 7.1 in respect of the late delivery of the Goods.

7.3 If the Services are not performed by the applicable date, the Customer may, at its option, claim or deduct 2.5% of the price of the Services for each week's delay in performance of the Services, by way of liquidated damages, until the earlier of performance of the Services or termination or abandonment of the Contract by the Customer, up to a maximum of 20% of the total price of the Services. If the Customer exercises its rights in respect of late performance under this clause 7.3 it shall not be entitled to any of the remedies set out in clause 7.1 in respect of the late performance of the Services.

7.4 If the Supplier has delivered Goods or provided Services that do not comply with the undertakings set out in this Contract, then, without limiting or affecting other rights or remedies available to it, the Customer shall in its sole discretion have one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods and Services (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or repeat performance of the Services promptly and not more than 7 days from the date of receipt of notice to repair, replace or repeat performance by the Customer, or to provide a full refund of the price of the rejected Goods and Services (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods or performance of Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods and services from a third party or returning the rejected Goods to the Supplier; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods and Services in accordance with this Contract.

7.5 For the purposes of clause 7.4, the Customer shall itself undertake all the necessary inspection of and/or repairs to the Goods, and performance of the Services, and deduct from the price agreed and payable by the Customer under the relevant Order the reasonable costs incurred by the Customer in carrying out the inspection and/or repairs in relation to the Goods and Services.

7.6 These Conditions shall extend to any substituted or remedial services or repaired, or replacement goods supplied by the Supplier.

7.7 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

8. Customer's obligations

8.1 The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times during the Business Hours, with reasonable notice in writing in advance (not less than 48 hours before the access is required) to the Site for the purpose of unloading and stowing of Goods in the location as specified by the Customer;
- (b) ensure that adequate access is given, at reasonable times during the Business Hours with reasonable notice in writing in advance (not less than 48 hours before the access is required), to the Site as specified in the Order for the Services to enable the Supplier to provide the Services; and
- (c) provide such necessary information for the delivery and storage of the Goods and provision of the Services as the Supplier may reasonably request.

9. Charges and payment

9.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force on the date of the Order is placed with the Supplier; and
- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

9.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services, including but not limited to employment of its staff, carriage or storage of any equipment for the purposes of performing the Services.

- 9.3 In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Order number, and be sent to the Customer's Accounts Team Address.
- 9.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts, at the end of the month following the date of receipt of a correctly rendered invoice, to a bank account nominated in writing by the Supplier.
- 9.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 9.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 9.7 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
10. **Change Control**
- 10.1 Either party may submit a written request for Change to the other party in accordance with this clause, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.
- 10.2 If the Customer requests a Change:
- the Customer will submit a written request to the Supplier containing as much information as is necessary to enable the Supplier to prepare a Change Control Note; and
- within 5 Business Days of receipt of a request (or a short time if specified by the Customer in the event of an urgent requirement), unless otherwise agreed in writing by the parties, the Supplier will send to the Customer a Change Control Note.
- 10.3 If the Supplier requests a Change, it will send to the Customer a Change Control Note.

- 10.4 A Change Control Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:
- the title of the Change and the relevant Order reference;
 - the originator of the Change and date of request;
 - description of the Change;
 - the timetable for the Order;
 - details of the effect of the proposed Change on the Goods and Service, charges and payments, any systems or operations of the Customer which communicate with, or are otherwise affected by, the Goods and Services; and any other term of this agreement;
 - the date of expiry of validity of the Change Control Note; and
 - provision for signature by the Customer and Supplier.
- 10.5 If, following the Customer's receipt of a Change Control Note pursuant to clause 10.2 or clause 10.3:
- the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this agreement;
 - either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with the dispute resolution procedure under clause 20.5.
- 10.6 Each party will bear its own costs in relation to compliance with the Change Control Procedure.
- 10.7 The Supplier agrees that:
- in issuing a draft Change Control Note, any changes in the Order shall be calculated in the same manner as those agreed to be paid without the Change; or
 - where it fails to issue a draft Change Control Note within 5 days as required under clause 0, such that the Customer is required to instruct the Supplier to proceed with the proposed Change, any changes in the Order shall, unless otherwise agreed in writing between the parties, be assessed by the Customer acting reasonably.
- 10.8 For the purposes of clause 10.7, the Customer shall carry out a fair assessment of the nature and extent of the proposed Change and calculating the additional cost in the same manner as those agreed to be paid without the Change.
- 10.9 For the purposes of the above, any additional cost shall be comprised of the same levels and proportion of profit and cost and commensurate with the market rate for the time of the Change. In the event of any breach of this clause, the Customer shall notify the Supplier and the Supplier shall provide a revised draft Change Control Note.

- 10.10 Where so required by the Customer, the Supplier agrees that it may be required to provide:
- open book evidence to support the calculations made in quoting the Change; and
 - any further information to enable the Customer to consider the draft Change Control Note.

11. Intellectual property rights

- 11.1 The Supplier hereby assigns to the Customer all existing and future Intellectual Property Rights in the Deliverables and all materials embodying such rights to the fullest extent permitted by law. To the extent that they do not so vest automatically by operation of law or under this agreement, the Supplier holds the legal title in such rights and Inventions on trust for the Customer.

The Supplier undertakes:

- to notify to the Customer in writing full details of all Inventions promptly on their creation;
- to keep confidential the details of all Inventions;
- whenever requested to do so by the Customer and in any event on the termination of the Contract, promptly to deliver to the Customer all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Deliverables and the process of their creation which are in its possession, custody or power; and
- not to register nor attempt to register any Intellectual Property Rights in the Deliverables, nor any of the Inventions, unless requested to do so by the Customer.

The Supplier warrants to the Customer that:

- it has not given and will not give permission to any third party to use any of the Customer Materials or the Inventions, nor any of the Intellectual Property Rights in the Deliverables;
- it is unaware of any use by any third party of any of the Deliverables or Intellectual Property Rights in the Deliverables; and
- the use of the Deliverables or the Intellectual Property Rights in the Deliverables by the Customer will not infringe the rights of any third party.

The Supplier acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to the Supplier in respect of the performance of its obligations under this clause 11.

The Supplier undertakes, at the expense of the Customer, at any time either during or after the term of the Contract, to:

execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Customer, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Customer; and defend the Customer against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Deliverables and the Inventions.

12. Indemnity

12.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

- (a) the failure or delay in supplying the Goods or performing the Services to the Customer in accordance with the Order or this Contract;
- (b) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);
- (c) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Services or the Deliverables provided by the Supplier; and/or
- (d) any claim made against the Customer by a third party (including but not limited to Customer's customers) arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

12.2 This clause 12 shall survive termination of the Contract.

13. Insurance

13.1 At all times during the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, sufficient insurance policies to cover the liabilities that may arise under or in connection with the Contract and assign the benefit of all of the policies to the Customer, including:

- (a) professional indemnity insurance for not less than five million pounds sterling (£5,000,000) in respect of each claim;
- (b) product liability insurance for not less than five million pounds sterling (£5,000,000) in respect of each claim;

- (c) employer's liability insurance for not less than five million pounds sterling (£5,000,000) in respect of each claim; and
- (d) public liability insurance for not less than five million pounds sterling (£5,000,000) in respect of each claim.

13.2 On Customer's request, the Supplier shall produce both the insurance certificates for each insurance cover including the terms and conditions as may from time to time apply to each policy and the receipt for the current year's premium in respect of each insurance.

14. Confidentiality

14.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.

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

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15. Compliance with relevant laws and policies

15.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- (b) comply with the Mandatory Policies.

16. Data protection

16.1 The following definitions apply in this clause 16:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

- (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
 - (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
- 16.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 16.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. As soon as reasonably practical after the Commencement Date and in any event prior to the carrying out of any processing, the parties shall agree the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject in the format set out in Schedule 2, together with any technical and organisational measures required by the Customer.
- 16.4 Without prejudice to the generality of clause 16.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.
- 16.5 Without prejudice to the generality of clause 16.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
 - (a) process that Personal Data only on the documented written instructions of the Customer which are set out in Schedule 2 unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate,

pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 16 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

16.6 The Customer does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.

16.7 Either party may, at any time on not less than 30 days' notice, revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

17. Termination

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

- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of Control of the Supplier;
 - (ii) the Supplier does or alleged to do have done something that could damage or have damaged the reputation or goodwill of the Customer; or
 - (iii) the Supplier commits a breach of clause 15.1.
- (b) for convenience by giving the Supplier one (1) months' written notice to terminate the Contract in whole or part.

17.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so giving full details of the breach;
- (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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;
- (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

18. Consequences of termination

18.1 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Goods and Services and Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises or such location where the Customer Materials are kept and take possession of them without requiring to give notice in advance. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

18.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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

19. Force majeure

19.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from Force Majeure, subject to the affected party:

as soon as reasonably practicable after the start of the Force Majeure event (but no later than 7 days from its start), notifying the other party with details of the event, the date on which it started and its likely or potential duration, and its impact on the Supplier's ability to provide the Goods and Services on the agreed terms of this Contract; and

Use best endeavours to minimise the impact of that event on the provision of the Goods and Services.

19.2 The time for performance of such obligations shall be extended accordingly.

19.3 If the Force Majeure event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than 4 weeks, the other party may terminate this agreement by giving 2 weeks' written notice to the affected party.

20. General

20.1 Assignment and other dealings.

- (a) The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- (b) Subject to clause 20.2, the Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.

20.2 Subcontracting.

The Supplier may not subcontract or purport to subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

The Supplier, in making a request for written consent, shall

- (i) provide the Customer with full details of the subcontractor who would undertake all or part of the responsibilities and activities under the Order and information on what parts of the Order would be fulfilled by the subcontractor;
- (ii) confirmation that the subcontractor has been made aware of its obligations under the Contract and the subcontractor's contract with the Supplier contains provisions that are the same as or which are materially similar to the provisions contained in these Conditions.
- (iii) If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own and shall not be relieved of any of its obligations or liabilities under the Contract.

20.3 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the addresses set out in the Order (or an address substituted in writing by the party to be served).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.4 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 20.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.5 Mediation and Arbitration

- (a) Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 20.5.
- (b) In the event of a dispute arising out of or relating to the Contract, including any question regarding its existence, validity or termination, either party may initiate the dispute resolution process by serving a notice in writing on the other party including sufficient information as to the nature of the dispute.
- (c) Upon confirmation of receipt of the notice, the parties shall act in good faith and reasonably negotiate with the intention of resolving the dispute in a manner that is satisfactory to both parties.
- (d) In the event that the dispute is not settled through negotiation in good faith by the parties within 14 days of the commencement of negotiation, the parties shall seek settlement of that dispute by mediation in accordance with the LCIA Mediation Rules (**Rules**), which Rules are deemed to be incorporated by reference into this clause.
- (e) If the dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.
- (f) The language to be used in the mediation and in the arbitration shall be English.
- (g) The governing law of the Contract shall be the substantive law of England and Wales.
- (h) In any arbitration commenced pursuant to this clause,
 - the number of arbitrators shall be one; and
 - the seat, or legal place, of arbitration shall be London, England.
- (i) If court proceedings have been commenced by the Supplier at any time before or at the end of the negotiation or mediation process or before the Customer chooses to submit the matter to arbitration, then the Supplier agrees to discontinue such court proceedings in order to allow the arbitration to take place.
- (j) The parties shall continue performing their respective obligations under this Contract while the dispute is being resolved, unless and until this Contract expires or is terminated in accordance with these Conditions.

20.6 Waiver.

- (a) Except as set out in clause 2.7, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20.7 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20.8 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

20.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

20.10 Variation. 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.

20.11 Governing law. 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 and Wales.

20.12 Jurisdiction. Subject to the provisions of clause 20.5 (Mediation and Arbitration), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

PURCHASE ORDER



DATE		PURCHASE ORDER NO.	
PROJECT CODE		ORDER RAISED BY	

SUPPLIER:	
COMPANY NAME	
CONTACT	
ADDRESS	
POST CODE	
PHONE	

SHIP TO:	
PROJECT NAME	
CONTACT	
ADDRESS	
POST CODE	
PHONE	

ITEM	DESCRIPTION	QUANTITY	RATE
TOTAL ORDER VALUE			

All Invoices to be sent in electronic pdf format to accountspayable@hughesandsalvidge.co.uk

Unless otherwise stated, this Purchase Order is subject to the Hughes and Salvidge Ltd Purchase Order Terms and Conditions.

HEAD OFFICE
Leroux House,
Cams Hall Estate,
Fareham PO15
8JA
023 9275 3733

HEATHROW OFFICE
Rogus, Room 113,
450 Bath Road, West
Drayton, Heathrow Airport,
UB7 5EB
020 8897 1016

 enquiries@hughesandsalvidge.co.uk
 hughesandsalvidge.co.uk
VAT 303723045 | Company Reg 06285977

Schedule 2 Processing, Personal Data and Data Subjects

1.PARTIES' ROLES

1.1 Where the Supplier acts as a processor

2.PARTICULARS OF PROCESSING

2.1 Scope

2.2 Nature

2.3 Purpose of processing

2.4 Duration of the processing

2.5 Types of personal data

2.6 Categories of data subject

3.TECHNICAL AND ORGANISATIONAL MEASURES