

OFFICIAL



TERMS AND CONDITIONS

for the supply of Goods and Services

OFFICIAL

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1 Definitions

In these Terms and Conditions (the “Conditions”), the following definitions apply:

Business Days: a day (other than a Saturday, Sunday or public holiday) when Banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time.

Contract: the contract that shall exist between the parties, in accordance with the Order and these Conditions, on receipt of an unconditional acceptance from the Supplier or where no acceptance is received on receipt of the Goods by the Purchaser or on commencement of specified Services.

Data: all personal data as defined in the Data Protection Laws and other data provided by the Purchaser or collected, generated or otherwise processed by the Supplier as a result of, or in connection with, the provision of the Services.

Data Protection Legislation:

- a. the Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679) (“GDPR”) and any legislation which amends, re-enacts or replaces those laws in England and Wales;
- b. the Electronic Communications (EC Directive) Regulations 2003, together with any legislation which replaces it; and
- c. at all times, any other data protection laws and regulations applicable in England and Wales.

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).

Goods: all goods, materials, products, equipment and to the extent applicable computer software and other intellectual property on any specified media (or any part of them) set out in the Order.

Group: a party, its parent undertaking and the subsidiary undertakings of its parent undertaking and its associated companies (as each such term is defined in the Companies Act 2006).

Losses: claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses).

Mandatory Policies: the Purchaser's business policies listed in the Schedule.

Order: the Purchaser's order for the Goods or Services as set out in the Purchaser's purchase order form or in the document issued by the Purchaser to the Supplier defining the materials, goods and/or services to be provided together with any other requirements, documents listed or referred to in these Conditions and the prices to be paid or in the Purchaser's written acceptance of the Supplier's quotation or in the Purchaser's purchase order form, as the case may be.

Purchase Order Number: confirmation of Order.

Purchaser: Bazalgette Tunnel Limited and/or one of its group companies, namely Bazalgette Equity Limited, Bazalgette Ventures Limited, Bazalgette Holdings Limited and Bazalgette Finance plc.

Services: all activities set out on the Order, including any Deliverables to be provided by the Supplier as set out in the Specification or implied as being necessary to complete the provision of Goods in accordance with the requirements stated or referred to herein.

Specification: the description or specification for the Goods and/or Services that is agreed by the Purchaser and the Supplier. The Goods shall comply with the relevant ISO and British Standards, codes of practice or equivalent where applicable, with all relevant legislation (as amended and updated), and with the Purchaser's requirements, referred to or as detailed on the Order, and if imported from outside the European Union shall carry the appropriate CE marking.

Supplier: the person or firm from whom the Purchaser purchases the Goods or Services or to whom the Order is issued.

Supplier Personnel: employees, agents, subcontractors, suppliers and invitees of the Supplier engaged, or due to be engaged, in the supply of the Goods and/or the provision of the Services or otherwise carrying out, or required to carry out, the Supplier's obligations under the Contract.

2 Basis of contract

- 2.1 The Supplier shall provide all Goods and Services as stated in the Order and in accordance with the terms and conditions set out herein (subject to Clause 2.3).
- 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 consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These terms and conditions shall be superseded by the terms and conditions stated in any separate written agreement that may be signed by the Purchaser and the Supplier relating to the supply of the same Goods and Services.
- 2.4 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 trade, custom, practice or course of dealing.
- 2.5 No person is authorised to amend the Order in any respect (except authorised site personnel on matters concerning delivery times) other than by the issue of written instructions on a further Order.
- 2.6 The Order constitutes an offer by the Purchaser to purchase the Goods and Services in accordance with these Conditions.
- 2.7 The Purchaser and the Supplier each reserves the right to cancel this Order at any time, in whole or in part, in the event of the other not complying in any material respect with one or more of these 3
- 2.8 Conditions and any other requirements of the Order and any proper variation or amendment thereof.

3 Supply of Goods

- 3.1 The Supplier will ensure that the Goods shall:
- a. correspond with their description and any applicable Goods Specification;
 - 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 Purchaser, expressly or by implication, and in this respect the Purchaser 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; and
 - d. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall not substitute alternative Goods, except as directed in writing by a duly authorised representative of the Purchaser.
- 3.3 Notwithstanding the provisions of Clause 4, the Purchaser's signature on a delivery note and the acceptance of Goods on delivery shall not prevent the Purchaser subsequently rejecting the Goods in accordance with this Clause.
- 3.4 For a period of 12 months after the delivery of any Goods, the Supplier shall be responsible for correcting any Goods found not to be in accordance with the Order or found to have been defective in any way at the time of delivery, including all costs reasonably incurred by the Purchaser in remedying any such deficiency which is not remedied promptly by the Supplier.

4 Quality and protected rights

- 4.1 The Supplier shall ensure that the Goods supplied are free from encumbrances at the time of delivery and are of merchantable quality and satisfactory quality and are fit for the purpose for which, to the knowledge or reasonable belief of the Supplier, they are required. If after delivery the Purchaser is subject to any claim alleging infringement of patent or other intellectual property right arising from the use, resale or copying of the Goods, the Supplier shall indemnify and hold the Purchaser harmless and if so directed by the Purchaser, shall be solely responsible for negotiation and settlement of such claims and for any necessary modification or replacement of affected Goods at the Supplier's own expense.
- 4.2 Where to the extent that the Purchaser operates quality control/management procedures which require stage checks to verify and record compliance with this Order, whether on or off the premises of the Supplier, then the Supplier shall co-operate with the Purchaser in implementing those procedures and by providing documentation reasonably required to record verification.

5 Property, risk and delivery

- 5.1 Property and risk in Goods to be supplied to the Purchaser shall remain with the Supplier until the Goods are delivered at the point(s) specified in the Order.

- 5.2 Every delivery of Goods shall be accompanied by a delivery note in duplicate carrying full particulars of the Goods and the Purchase Order number.
- 5.3 When the Purchaser makes a payment to the Supplier prior to the receipt of the Goods, the property in the Goods shall pass to the Purchaser, but the risk shall remain with the Supplier until delivery is complete. Unless otherwise agreed, time for delivery shall not be of the essence.
- 5.4 Delivery of a consignment of Goods shall be considered to be complete and risk shall pass to the Purchaser only when an appropriate delivery note has been signed by a duly authorised representative of the Purchaser.

6 Supply of services

- 6.1 The Supplier shall from the Commencement Date, or the date set out in the Order and for the duration of the Contract supply the Services to the Purchaser in accordance with the terms of the Contract.
- 6.2 The Supplier shall meet any performance dates for the Services specified in the Order or that the Purchaser notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 6.3 In providing the Services, the Supplier shall:
- a. co-operate with the Purchaser in all matters relating to the Services, and comply with all instructions of the Purchaser;
 - 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 Purchaser 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 Purchaser, will be free from defects in workmanship, installation and design;
 - g. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - h. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;
 - i. observe all health and safety rules and regulations and any other security requirements that apply at any of the Purchaser's premises;
 - j. hold all materials, equipment and tools, drawings, specifications and data supplied by the Purchaser to the Supplier (Purchaser Materials) in safe

custody at its own risk, maintain the Purchaser Materials in good condition until returned to the Purchaser, and not dispose or use the Purchaser Materials other than in accordance with the Purchaser's written instructions or authorisation;

- k. not do or omit to do anything which may cause the Purchaser to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Purchaser may rely or act on the Services;
- l. comply with any additional obligations as set out in any Service Specification.

7 Purchaser remedies

- 7.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Purchaser shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- a. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - b. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - c. to recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods and/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 and/or Goods that it has not delivered; and
 - e. to claim damages for any additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to meet such dates.
- 7.2 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 7.3 The Purchaser'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.
- 7.4 The Supplier shall be liable for any loss or expense incurred by the Purchaser arising from delayed or incomplete delivery of Goods or failure to carry out the Services with due diligence and reasonable care and skill in accordance with good industry practice (save where and to the extent that such failure is as a result of any act or omission by the Purchaser) and any such loss or expense may be deducted from any monies which may become payable by the Purchaser to the Supplier, without prejudice to the Purchaser's right to recover the full amount of such loss and expense at law.

8 Purchaser obligations

- 8.1 The Purchaser shall:
- a. provide the Supplier with reasonable access at reasonable times to the Purchaser's premises for the purpose of providing the Services;

- b. provide such necessary information for the provision of the Services as the Supplier may reasonably request; and
- c. any other relevant obligations.

9 Prices and rates

- 9.1 The prices and rates stated on this Order shall be inclusive of all costs and shall remain fixed.
- 9.2 No increase in any price or rate or any additional sum will apply unless the Purchaser has given its prior written agreement. In particular no price increase shall be applied to any Goods or Services delivered after the agreed delivery date.
- 9.3 The price of the Goods and Services:
- a. excludes amounts in respect of value added tax (VAT), which the Purchaser shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - b. includes the costs of packaging, insurance and carriage of the Goods (unless otherwise stated on the Order).
- 9.4 No extra charges shall be effective unless agreed in writing with the Purchaser.
- 9.5 The Supplier may invoice the Purchaser for price of the Goods and Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Purchaser's Purchase Order Number, the Supplier's VAT registration number and any supporting documents that the Purchaser may reasonably require.
- 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 Purchaser to inspect such records at all reasonable times on request.
- 9.7 The Purchaser may at any time, without notice to the Supplier, set off any liability of the Supplier to the Purchaser against any liability of the Purchaser 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 Purchaser of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 9.8 No claim for payment shall be valid unless supported by a Purchaser Order number and an official Order and related delivery note signed by the Purchaser.
- 9.9 Unless otherwise expressly stated on the Purchase Order, payment will be made by the Purchaser to the Supplier in 30 days following receipt of the invoice. The Supplier acknowledges that by entering into a Contract in accordance with these conditions of purchase the payment date set out in this Clause 9 or in the Order shall not be considered grossly unfair to the Supplier and accordingly sub-section 3B of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) Regulations 2013 shall not apply. VAT where applicable shall be shown separately. Invoices which qualify for a cash discount for early payment shall be clearly marked with the appropriate details.

10 Intellectual property

Where the Order requires the provision of specified Services, all copyright, design right, data base rights, patents, trademarks and all other intellectual property rights in original works produced for the Purchaser shall be vested exclusively in the Purchaser.

11 Indemnity

- 11.1 The Supplier shall indemnify the Purchaser 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 reasonable professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with:
- a. any claim made against the Purchaser 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 Purchaser Materials);
 - b. any claim made against the Purchaser 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
 - c. any claim made against the Purchaser by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 11.2 This Clause 11 shall survive termination of the Contract.

12 Insurance

Unless otherwise agreed in writing, during the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13 Audit

- 13.1 In order that the Purchaser may audit the Supplier's charges payable under this Order, the Supplier shall, for up to 36 months from the issue of the Supplier's invoice provide the Purchaser and/or its external auditors, on request, at no additional charge with:
- a. reasonable access to and copies of all accounts and records of the Supplier showing the costs incurred by it in providing the services and/or goods in accordance with this Order;

- b. records and supporting documentation detailing Thames Tideway tunnel project - related gifts and hospitality costs, together with other non-attributable gifts and hospitality costs;
- c. reasonable access to all relevant information, premises, data, IT systems, employees, agents, sub-contractors, suppliers and assets at all locations from which obligations of the Supplier are being carried out; and
- d. all reasonable assistance in carrying out the audit.

14 Security and confidentiality

- 14.1 The Supplier, his sub-contractors, employees, servants and agents shall be required while on the Purchaser's premises to conform with all reasonable requests concerning access, conduct and security and shall be required to maintain in confidence all matters learned in connection with the Order and while on the Purchaser's premises, the disclosure of which could be gainful to the Supplier or a third party or detrimental to the Purchaser.
- 14.2 The Supplier, his sub-contractors, employees, servants and agents shall not advertise or publicly announce that they are providing the Goods and Services without the prior written consent of the Purchaser and shall not make use of the Purchaser's name or any information in connection with the Order for publicity or marketing purposes without the prior written consent of the Supplier.

15 Data Protection

- 15.1 Both parties shall duly observe all their obligations under the Data Protection Legislation which arise in connection with the performance of the Contract. The Supplier shall (and shall procure that any of the Supplier's personnel involved in the provision of the Contract shall) comply with any notification, reporting and/or consultation requirements under the Data Protection Legislation and shall not knowingly do anything or permit anything to be done which might lead to a breach by the Supplier or the Purchaser of the Data Protection Legislation.
- 15.2 Notwithstanding the general obligation in clause 15.1, where and to the extent that the Supplier is processing Data as a data processor for the Purchaser, the following clause 15.3 shall apply.
- 15.3 The Supplier shall:
- a. process the Data only in accordance with the written instructions of the Purchaser, unless the Supplier is required to process the Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the Supplier is subject. If the Supplier is required to process the Data for these other reasons, the Supplier shall inform the Purchaser before carrying out the processing, unless prohibited by relevant law;
 - b. immediately inform the Purchaser if it believes that the Purchaser's instructions infringe the Data Protection Legislation or any other applicable law;
 - c. have in place and maintain throughout the term at all times all appropriate technical and organisational security measures to ensure that the Supplier's processing of the Data is in accordance with the requirements of the Data

Protection Legislation and protects the rights of the data subjects. On request the Supplier shall provide the Purchaser with a current written description of the security measures being taken;

- d. ensure that all persons authorised to process the Data are bound by obligations equivalent to those set out in Clause 14 (Security and confidentiality) and this Clause 15 (Data Protection), and are aware of the Supplier's obligations under the Contract and the Data Protection Legislation; and
- e. ensure that access to the Data is limited to those Supplier personnel who need access to the Data to meet the Supplier's obligations under the Contract; and in the case of any access by any of the Supplier's personnel, such part or parts of the Data as is strictly necessary for performance of that Supplier personnel's duties.

15.4 The Supplier shall:

- a. provide the Purchaser with such information as the Purchaser may reasonably require to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation;
- b. promptly notify the Purchaser of any breach of the security measures required to be put in place pursuant to (c) above, and
- c. ensure it does not knowingly or negligently do or omit to do anything which places the Purchaser in breach of the Purchaser's obligations under the Data Protection Legislation.

15.5 The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

16 Health and Safety at Work Act 1974

- 16.1 The Supplier, its sub-contractors, all employees, servants and agents shall in all dealings with the Purchaser comply with all relevant health and safety legislation, regulations and codes of practice.
- 16.2 The Supplier shall deliver with each consignment of materials, Goods and/or Services such written information as may be reasonably necessary for the proper handling, use, processing, storage and maintenance of the materials, Goods and/or Services without risk of damage or injury to persons or property.
- 16.3 Where the Supplier is delivering Goods on a vehicle with any mechanical offloading facility, the operator must be the holder of the appropriate competency certificate, i.e. Construction Industry Board for safe operation of the same.

17 COSHH regulations, 2002

The Supplier, his sub-contractors, all employees, servants and agents shall observe their specific responsibilities contained in the Control of Substances Hazardous to Health (COSHH) Regulations, 2002 (as amended) which require that suitable and sufficient information is to be provided with appropriate Goods such that an assessment of their hazards can be made (e.g. Hazard Warning Data Sheets).

18 Force majeure

- 18.1 If the requirements of the Order are delayed or prevented by circumstances beyond the reasonable control of either party including but not limited to natural disaster, Government intervention, strike, lockout, delay by sub- contractors (but only where such delays are beyond the control of the sub- contractor concerned), performance of the Order shall be suspended. During such suspension the Purchaser shall be at liberty to obtain from any source such Goods or Services as it deems necessary and to cancel the Order in whole or in part by the like amount without incurring liability. Performance of the Order requirements will be resumed as soon as the circumstances causing the delay cease, except where the parties otherwise agree, or the Purchaser no longer requires the Goods or Services having sourced similar Goods or Services elsewhere in accordance with this clause.
- 18.2 The Purchaser shall pay for such Goods as have been delivered or such a sum as may be equitable in respect of Services performed prior to suspension or cancellation.

19 Fraud, bribery and corruption

- 19.1 The Supplier shall procure that all of its business activities in the UK or elsewhere are conducted in compliance with the Bribery Act 2010 and the laws and requirements of all countries or territories in which the Supplier operates, including all anti-bribery and corruptions laws. Nor shall the Supplier do or omit to do any act that will cause or lead the Purchaser to be in breach of the Bribery Act 2010 and/or any other applicable anti- bribery and/or anti-corruption laws or regulations.
- 19.2 The Supplier shall not receive or agree to receive from any person or offer to agree to give to any person or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything or showing favour or disfavour to any person in relation to this Order. Nor shall the Supplier conspire with any person to do any of the acts mentioned in this Clause 19.
- 19.3 Any breach by the Supplier of this Clause 19 shall entitle the Purchaser to immediately terminate this Order and recover from the Supplier the amount of any loss resulting from such termination and recover from the Supplier the amount of value of any such gift, consideration or commission.
- 19.4 Further, and without prejudice to the foregoing and/or any other remedy it may have, if the Purchaser has reasonable grounds to believe that any of the Supplier's personnel has committed a fraud or malpractice and/or otherwise acted in breach of the Bribery Act 2010, the Purchaser may, in its sole discretion:
- a. suspend the Services; and/or
 - b. withhold payment of any sums falling due to the Supplier.
- 19.5 To the extent permitted by law the Supplier shall indemnify the Purchaser against any damages, losses, costs expenses (including but not limited to legal expenses) or other liabilities howsoever or wheresoever arising or incurred by the Purchaser as a result of any breach of this Clause 19 and/or any applicable laws, including but not limited to any breach of the Bribery Act 2010.

20 Modern Slavery

Ethical behaviour and human rights are core to the Purchaser's ethos and operations. The Supplier shall procure that all of its business activities in the UK or elsewhere are conducted in compliance with the Modern Slavery Act 2015 and in adherence to the International Labour Organisation's Ethical Trading Initiative Code.

21 Termination and consequences

- 21.1 Without limiting its other rights or remedies, the Purchaser may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- a. the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing of the breach; or
 - b. an order is made or resolution passed for the Supplier to be declared bankrupt or be wound up (as appropriate), or if an administrator, liquidator, receiver or administrative receiver shall be appointed over the whole or any part of the Supplier's undertakings or assets.
- 21.2 Without limiting its other rights or remedies, the Purchaser may terminate the Contract at any time by giving the Supplier one month's written notice.
- 21.3 The Purchaser may for his own convenience at any time suspend performance of the Services and subsequently order recommencement at a later date.
- 21.4 On termination of the Contract, the Supplier shall immediately deliver to the Purchaser all Deliverables whether or not then complete, and return all materials, equipment and tools, drawings, specifications and data supplied by the Purchaser to the Supplier (Purchaser Materials). If the Supplier fails to do so, then the Purchaser may enter the Supplier's premises to take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 21.5 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.
- 21.6 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 Supplier's default

- 22.1 The Supplier shall properly manage and monitor the provision of the Goods and/or Services and immediately inform the Purchaser if any aspect of the Contract is not being or is unable to be performed.
- 22.2 If and when requested by the Purchaser, the Supplier shall provide quarterly progress reports and have six-monthly progress meetings and for each reporting mechanism, they shall provide suitable material for consideration.

- 22.3 If the Supplier fails to execute the Services or supply the Goods in accordance with the terms of this Contract, to be determined in the Purchaser's sole and absolute discretion, the Purchaser may give seven days' notice to correct the failure and should the Supplier fail to do so, the Purchaser may thereafter terminate the Contract. The Supplier shall be liable for all additional costs incurred by the Purchaser in having the Services and/or goods completed supplied.

23 Framework agreement conditions

If this Order is issued under a framework agreement or Contract then the terms and conditions of the framework agreement or Contract (as the case may be) shall also apply to this Order. In the event of any conflict between the terms of this Order and the framework agreement or Contract, the terms of the framework agreement or Contract shall take precedence.

24 Assignment

- 24.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any part of its rights or obligations under the Contract (other than as required by the Order) without the prior written consent of the Purchaser.
- 24.2 The Purchaser may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

25 Notices

- 25.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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);
- 25.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the correct address; if sent by pre-paid first-class post or other next working day delivery service, at 12pm on the second Business Day after posting.
- 25.3 A copy only can also be sent by email to legal@tideway.london
- 25.4 This Clause 25 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

26 Severance

- 26.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or

part- provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- 26.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

27 Waiver

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.

28 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.

29 Third party rights

A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act, 1999 to enforce any of its terms.

30 Law and jurisdiction

These conditions will be subject to the laws of England and Wales (and any EU regulations from time to time applicable (i) whilst the United Kingdom remains a member of the European Union or (ii) subsequently under the terms of the European Union (Withdrawal) Bill and the parties here to submit to the exclusive jurisdiction of the English Courts.

The Schedule

MANDATORY POLICIES

The Mandatory Policies are:

- Honest and Ethical Behaviours Policy
- Anti-Fraud, Corruption and Bribery Policy
- Anti-Money Laundering Policy
- Data Protection Policy
- Whistle Blowing Policy