

GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these Conditions:-

“**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.

“**Code of Conduct**” the mandatory obligations and minimum standards that apply to our suppliers in respect of labour, environmental, business practice and data security standards, a copy of which is available [here](#), and which apply in addition to all applicable laws, statutes, regulations and codes from time to time in force. The Code of Conduct includes the requirements set out in the Appendix to the code of Conduct which apply depending upon the nature of the Goods and /or Services;

“**Commencement Date**” has the meaning given in clause 2.2

“**Conditions**” means these terms and conditions as amended from time to time in accordance with clause 18.11;

“**Contract**” means the contract between SATCoL and the Supplier for the supply of Goods or Services, or Goods and Services in accordance with these Conditions;

“**Control**” has the same meaning as given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly;

“**SATCoL**” means The Salvation Army Trading Company Ltd, a private limited company registered in England and Wales (Reg No

02605817) with registered address 66-78 Denington Road, Dennington Industrial Estate, Wellingborough, Northants, NN8 2QH;

“**SATCoL Materials**” has the meaning set out in clause 9.1;

“**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).

“**Delivery Location**” has the meaning given in clause 4.2.2;

“**Goods**” means the goods (or any part of them) to be provided by the Supplier under the Contract as set out in the Purchase Order and Specification;

“**Intellectual Property Rights**” means all 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, rights in computer software, 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.

“**Purchase Order**” SATCoL’s order for the supply of Goods and/or Services, as set out in the purchase order form, including any special conditions set out therein.

“**Services**” means the services (or any part of them) including any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification and Purchase Order;

“**Specification**” means the description or specification of the Goods or Services and includes any plans, drawings, data or other information relating to the Goods or Services;

“**Supplier**” means the person or firm from whom SATCoL purchases the Goods and/or Services;

“**Supplier Materials**” has the meaning set out in clause 9.3;

“**UK GDPR**” has the meaning given to it in section 3(1) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 A reference to a party includes its successors and permitted assigns;
- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

- 2.1 The Purchase Order constitutes an offer by SATCoL to purchase Goods or Services, or Goods and Services from the Supplier in accordance with these Conditions.
- 2.2 The Purchase Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Purchase Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Purchaser Order,at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 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. For the avoidance of doubt, SATCoL shall not be deemed to accept such other conditions or contractual provisions by failing to explicitly object to any conditions or purported contractual provisions included in any quotation, form of acceptance, delivery form, invoice or other document provided by the Supplier.
- 2.4 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.
- 2.5 In providing the Goods and/or Services, the Supplier shall comply with any special conditions or key performance indicators set out in the Purchase Order.
- 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 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Contract and the terms and conditions of a Purchase Order, such conflict or inconsistency shall be resolved according to the following order of priority:

- 2.7.1 the special conditions of the Purchase Order;
- 2.7.2 the Conditions;
- 2.7.3 the Specification;
- 2.7.4 any other document referred to in the Purchase Order.

3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods:

- 3.1.1 correspond with their description, any applicable Specification and any demonstration previously given by the Supplier;
- 3.1.2 are 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 SATCoL, expressly or by implication, and in this respect SATCoL relies on the Supplier's skill and judgement;
- 3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- 3.1.5 provide full instructions for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the goods and which could render them unsafe or unusable.

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 SATCoL 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 SATCoL considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.3, SATCoL shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 SATCoL 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:

GENERAL CONDITIONS OF PURCHASE

- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3 it states clearly on the delivery note any requirement for SATCoL 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 deliver the Goods:
- 4.2.1 on the date (or dates) specified in the Purchase Order or, if no such date is specified, then as soon as possible and no later than within 30 days of the date of the Purchase Order;
 - 4.2.2 to SATCoL’s premises at 66-78 Denington Road, Denington Industrial Estate Wellingborough, Northants, NN8 2QH or such other location as is set out in the Purchase Order or as instructed by SATCoL before delivery (**Delivery Location**); and
 - 4.2.3 during Business Hours or as instructed by SATCoL;
 - 4.2.4 with evidence of the place of origin or parts of raw materials utilised in their manufacture.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. Where Goods are delivered to the Delivery Location and SATCoL has not previously examined them, Delivery of the Goods shall not be completed until SATCoL has had a reasonable opportunity (normally 7 Business Days) to examine the Goods and ascertain whether they are in conformity with the Purchase Order, Specification and any sample or demonstration previously provided. SATCoL will also have the right to reject the Goods as though they had not been accepted after any latent defect in the Goods has become apparent.
- 4.4 SATCoL shall be entitled to reject any Goods delivered which are not in accordance with the Contract. Signature by SATCoL of any delivery note shall not affect SATCoL's subsequent right to reject any such Goods.
- 4.5 If the Supplier delivers:
- 4.5.1 less than 100% of the quantity of Goods due to be delivered at that date, SATCoL may reject the Goods;
 - 4.5.2 more than 100% of the quantity of Goods due to be delivered at that date, SATCoL may reject the excess Goods,

and any rejected Goods shall be returnable at the Supplier’s risk and expense. If the Suppliers more or less than the quantity of Goods ordered and SATCoL explicitly accepts the delivery (by written notice), the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 4.6 The Supplier shall not deliver the Goods in instalments without SATCoL’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 SATCoL to the remedies set out in clause 6.
- 4.7 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 set out in the Purchase Order (or if no date is set out in the Purchase Order, on the Commencement Date) and for the duration of the Contract supply the Services to SATCoL in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that SATCoL notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:
- 5.3.1 co-operate with SATCoL in all matters relating to the Services, and comply with all instructions of SATCoL;
 - 5.3.2 and shall ensure its personnel, subcontractors and agents perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 5.3.4 ensure the Contract is delivered and the personnel organised in such a way as to ensure that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) shall not apply to the Contract;
 - 5.3.5 ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that SATCoL expressly or impliedly makes known to the Supplier;
 - 5.3.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.3.7 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 SATCoL, will be free from defects in workmanship, installation and design;

- 5.3.8 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 5.3.9 and shall ensure that its personnel, subcontractors and agents observe all health and safety rules and regulations and any other security requirements that apply at any of SATCoL’s premises;
 - 5.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by SATCoL to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the SATCoL Materials in good condition until returned to SATCoL, and not dispose of or use the SATCoL Materials other than in accordance with SATCoL’s written instructions or authorisation;
 - 5.3.11 not do or omit to do anything which may cause SATCoL to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that SATCoL may rely or act on the Services.
- 5.4 The Supplier shall (and shall ensure its employees, agents or subcontractors):
- 5.4.1 not engage in any activity, practice or conduct which would constitute either:
 - (a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
 - 5.4.2 promptly report to SATCoL any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Contract.

6. SATCOL REMEDIES

- 6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, SATCoL shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
 - 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
 - 6.1.3 to recover from the Supplier any costs incurred by SATCoL in obtaining substitute goods or services from a third party;
 - 6.1.4 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

- 6.1.5 to claim damages for any additional costs, loss or expenses incurred by SATCoL which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3, then, without limiting or affecting other rights or remedies available to it, SATCoL shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.2.2 to reject the Goods (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;
- 6.2.3 to require the Supplier to repair or replace the rejected Goods promptly and no later than within 30 days, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.2.5 to recover from the Supplier any expenditure incurred by SATCoL in obtaining substitute goods from a third party; and
- 6.2.6 to claim damages for any additional costs, loss or expenses incurred by SATCoL arising from the Supplier's failure to supply Goods in accordance with the Contract.
- 6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5 then, without limiting or affecting other rights or remedies available to it, SATCoL shall have one or more of the following rights and remedies:
- 6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- 6.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- 6.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 6.3.5 to recover from the Supplier any expenditure incurred by SATCoL in obtaining substitute services or deliverables from a third party; and
- 6.3.6 to claim any additional costs, loss, damages or expenses incurred by SATCoL arising from the Supplier's failure to comply with the Contract.
- 6.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
- 6.5 SATCoL'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. SATCOL’S OBLIGATIONS

7.1 SATCoL shall:

- 7.1.1 provide the Supplier with reasonable access at reasonable times to SATCoL’s premises for the purpose of providing the Services; and
- 7.1.2 supply the Supplier in good time with any instructions or other information required to enable SATCoL to accept delivery, of the Goods and performance of the Services;
- 7.1.3 provide such necessary information for the receipt (and onward sale) of the Goods and provision of the Services as the Supplier may reasonably request.

8. CHARGES AND PAYMENT

8.1 The price for the Goods:

- 8.1.1 shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier’s published price list in force at the Commencement Date; and
- 8.1.2 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 SATCoL.

8.2 The charges for the Services shall be set out in the Purchase 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 SATCoL, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of the Goods, the Supplier shall invoice SATCoL promptly on or after completion of delivery. In respect of Services, the Supplier shall invoice SATCoL on completion of the Services, or in accordance with completion of any part of the Services in accordance with the milestones and dates in the Purchase Order. Each invoice shall include such supporting information required by SATCoL to verify the accuracy of the invoice, including the relevant purchase order number, details of the Delivery Location and delivery date.

8.4 **PLEASE NOTE: The Supplier shall ensure that all invoices are submitted to SATCoL promptly. SATCoL shall not be liable for any payment in respect of invoices which are submitted after the relevant invoicing period:**

- 8.4.1 as set out in the Purchase Order; or
- 8.4.2 if no invoicing period is specified within the Purchase Order, twelve months from the end of the delivery date on which the Goods or Services were provided.

8.5 In consideration of the supply of Goods and/or Services by the Supplier, SATCoL shall pay the invoiced amounts **within 30 days of the end of the calendar month in which SATCoL received the Supplier’s invoice**, to a correctly rendered invoice to a bank account nominated in writing by the Supplier.

- 8.6 All amounts payable by SATCoL 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 SATCoL, SATCoL 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.
- 8.7 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the date the dispute is resolved until payment.
- 8.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services as well as a complete set of records to trace the supply chain of all Goods and Services provided to SATCoL in connection with this Contract, and the Supplier shall allow SATCoL to inspect such records at all reasonable times on request.
- 8.9 SATCoL may at any time, on reasonable notice to the Supplier, set off any liability of the Supplier to SATCoL against any liability of SATCoL 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 SATCoL 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. INTELLECTUAL PROPERTY RIGHTS

- 9.1 SATCoL grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by SATCoL to the Supplier (**SATCoL Materials**) for the term of the Contract for the sole purpose of providing the Services to SATCoL.
- 9.2 The Supplier acknowledges that all Intellectual Property Rights in the SATCoL Materials are and shall remain the exclusive property of SATCoL.
- 9.3 All pre-existing Intellectual Property Rights in the Deliverables or arising out of or in connection with the Services (other than Intellectual Property Rights in any SATCoL Materials) shall be owned by the Supplier (**Supplier Materials**).
- 9.4 All newly created Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by SATCoL and the Supplier assigns to SATCoL, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables.
- 9.5 The Supplier grants to SATCoL or shall procure the direct grant to SATCoL of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify any

of the Supplier Materials for the purpose of receiving and using the Services and the Deliverables.

- 9.6 The Supplier shall, promptly at SATCoL’s request, do (or procure to be done) all such further acts and things and the execution of all such other documents as SATCoL may from time to time require for the purpose of securing for SATCoL all right, title and interest in and to the Intellectual Property Rights assigned to it in accordance with clause 9.4.
- 9.7 The Supplier warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the SATCoL Materials) by SATCoL and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.

10. INDEMNITY

- 10.1 The Supplier shall **indemnify SATCoL** 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 SATCoL arising out of or in connection with:
- 10.1.1 any claim made against SATCoL 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 SATCoL Materials);
- 10.1.2 any claim made against SATCoL 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;
- 10.1.3 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) and in particular;
- (a) the Supplier’s engagement or employment of any of its personnel;
- (b) the termination by the Supplier of the engagement or employment of any of its personnel;
- (c) anything done or omitted to be done in respect of the Supplier’s personnel which is deemed to have been by SATCoL or the Supplier by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
- (d) any claim made at any time by any person who claims to have become an employee of or have rights against SATCoL by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
- (e) by reason of any circumstances whereby SATCoL is alleged or determined to have assumed or been imposed with the liability or responsibility for the Supplier’s personnel (or any of them) as an employer and/or any liability or responsibility to

HM Revenue or Customs as an employer of the personnel whether during the Contract or arising from termination or expiry of the Contract;

- 10.1.4 breach of any warranty given by the Supplier in relation to the Goods or the Services;
- 10.1.5 any claim made against SATCoL by a third party 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.

10.2 This clause 10 shall survive termination of the Contract.

11. INSURANCE

11.1 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, or more specifically as detailed in the Purchase Order and shall, on SATCoL'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.

12. CONFIDENTIALITY

12.1 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 12.2 .

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

- 12.2.1 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 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 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.

13. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

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

- 13.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force;
 - 13.1.2 maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to SATCoL pursuant to this Contract. Such records shall be retained for inspection and copying by SATCoL for 6 years from the end of the year to which the records relate or in relation to the price, from the date of the last payment in respect thereof;
 - 13.1.3 ensure the security of its network and information systems is up to date and shall at all times, in accordance with good industry practice, mitigate against all vulnerabilities, viruses and security incidents;
 - 13.1.4 comply with the Code of Conduct including, if relevant to the Goods and/or Services supplied under the Contract, the terms of the Appendix to the Code of Conduct.
- 13.2 The Supplier shall not (and shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this Contract do not) engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015.
- 13.3 The Supplier shall allow SATCoL and any of its auditors or other professional advisors to access any of the Supplier's premises and relevant records as may be reasonable required in order to:
- 13.3.1 fulfil any legal enforceable request by a regulatory body;
 - 13.3.2 undertake verifications of the accurate of the invoices or identify suspected fraud;
 - 13.3.3 undertake verification that the Goods and/or Services are being provided and all obligations of the Supplier are being performance in accordance with this Contract;
 - 13.3.4 undertake such verification as SATCoL requires of the Supplier's compliance with the of Conduct,

14. DATA PROTECTION

- 14.1 Both parties will comply with all applicable requirements of UK GDPR and ensure that they each process personal data fairly and lawfully.
- 14.2 In the event that the parties determine that, one party is to process personal data (as a data processor) on behalf of the other party (as a data controller), the parties shall enter into a contract or other legal document that is binding on the processor and which complies with UK GDPR requirements.

15. TERMINATION

- 15.1 This Contract shall expire on the date SATCoL confirms (in writing) that the Supplier has successfully completed delivery of all the Goods and/or Services detailed in the Purchase Order.

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

15.2.1 with immediate effect by giving written notice to the Supplier if:

- (a) there is a change of Control of the Supplier; or
- (b) the Supplier commits a breach of clause 13;
- (c) the Supplier, or any of its employees, agents or subcontractors, commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

15.2.2 for convenience by giving the Supplier 30 days' written notice.

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

15.3.1 the other party 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 14 days after being notified in writing to do so;

15.3.2 the other party 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;

15.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

15.3.4 the other party'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.

16. CONSEQUENCES OF TERMINATION

16.1 On termination of the Contract, the Supplier shall immediately deliver to SATCoL all Deliverables whether or not then complete, and return all SATCoL Materials. If the Supplier fails to do so, then SATCoL may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.2 In the event that SATCoL terminates for convenience (under clause 15.2.2), SATCoL's sole liability shall be to pay the Supplier the price for:

16.2.1 any Services properly delivered on or before the date of termination;

- 16.2.2 any Goods properly delivered and accepted by SATCoL on or before the date of termination; and
- 16.2.3 unavoidable third-party costs which have been reasonably and properly incurred by the Supplier prior to the receipt of SATCoL’s termination notice (evidenced by receipts or invoices) less any sum which the Supplier can reasonably be expected to achieve from supplying the Goods and/or Services to a third party.
- 16.3 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.
- 16.4 On the expiry of the term or if this Contract is terminated for any reason, the provisions of any agreed exit management plan shall come into effect and the Supplier shall co-operate fully with SATCoL to ensure an orderly migration of the Contract to SATCoL or, at SATCoL’s request, a replacement supplier.
- 16.5 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.

17. FORCE MAJEURE

- 17.1 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 events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving immediate written notice to the affected party.

18. GENERAL

- 18.1 SATCoL 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.
- 18.2 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 SATCoL.
- 18.3 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of SATCoL. If SATCoL 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.
- 18.4 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- 18.4.1 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
- 18.4.2 sent by email to the following addresses (or an address substituted in writing by the party to be served:
- 18.4.3 Supplier: the email address identified in the Purchase Order.
- 18.4.4 SATCoL: procurement@satcol.org
- 18.4.5 Any notice shall be deemed to have been received:
- 18.4.6 if delivered by hand, at the time the notice is left at the proper address;
- 18.4.7 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
- 18.4.8 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.

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.

- 18.5 **Publicity, media and official enquiries.** Unless otherwise directed by SATCoL, the Supplier shall not make any press announcements or publicise the Contract in any way without SATCoL’s prior approval. The Supplier shall not do anything, or cause anything to be done, which may damage the reputation of SATCoL, The Salvation Army, any member of The Salvation Army’s corporate group or any of its associated corps (churches) and community centres (together, “**Affiliates**”) or bring any of the Affiliates into disrepute.
- 18.6 **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 18.5 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.
- 18.7 **Waiver.** 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. 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.
- 18.8 **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.

- 18.9 **Entire agreement.** The Contract constitutes the entire agreement between the parties. 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.
- 18.10 **Third party rights.** 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. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 18.11 **Variation.** SATCoL may vary these terms and conditions from time to time by publishing updated versions on its website and giving the Supplier at least 30 days’ notice in writing. If the Supplier does not accept the variation, the Supplier may within 10 Business Days of being notified of the variation, terminate this Contract on written notice to SATCoL. No variation will apply to any orders for Goods or Services agreed prior to the end of the variation notice period.
- 18.12 **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.
- 18.13 **Jurisdiction.** 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.