

Standard Terms and Conditions for the Purchase of Goods and Services

Eligible Purchasers

(1) **Pareto Facilities Management Limited** Company number: 09070750 Registered office: Holborn Town Hall, 193–197 High Holborn, London, WC1V 7BD; and

(2) **Sowga Limited** Company number: 01458946 Registered office: Preston Park House, South Road, Brighton, East Sussex, United Kingdom, BN1 6SB

“Purchaser” means the eligible entity identified as purchaser in the Purchase Order. Only that entity is a party to and liable under the Contract. The other eligible entity is not a party, has no joint or several liability and gives no guarantee in relation to the Contract.

The Client is not a party to the Contract and has no obligation to pay the Supplier. Any right expressly granted to a Client under clause 36.9 is limited to the terms identified in that clause.

These Standard Terms apply automatically. Provisions relating to Goods apply to the extent the Purchase Order includes Goods. Provisions relating to Services or Works apply to the extent the Purchase Order includes Services, Works, installation, commissioning or maintenance. Provisions relating to PPM or Reactive Services apply only where the Purchase Order identifies those services. Service Levels apply only where the Purchase Order expressly incorporates an SLA, KPI or Priority Matrix; a basic call-off or ad hoc supplier has no Service Level or KPI obligations unless expressly incorporated. Rebate obligations apply only where the Purchase Order states that a rebate applies and contains or incorporates the necessary Rebate Particulars. Processor obligations apply where the Supplier processes personal data for the Purchaser or a Client, with the Data Processing Particulars set out in the Purchase Order or an expressly incorporated attachment. TUPE, CDM, price review, service credits, materials mark-up, out-of-hours or emergency cover and any lawful upstream-insolvency provision apply only where expressly stated in the Purchase Order or, in the case of TUPE or CDM, where applicable law necessarily applies.

The Contract comprises: (a) the Purchase Order; (b) each attachment expressly identified in the Purchase Order, including any Scope, Specification, rate card, Client Requirements, PPM/SLA/Priority Matrix, Rebate Particulars or Data Processing Particulars; (c) these fixed Standard Terms; and (d) the Supplier’s quotation solely to describe the supply and only to the extent consistent with the foregoing.

The order of precedence is: (1) any completed and signed Change Order or variation approved through the Purchaser’s authorised Simpro variation workflow, but only for the change it records; (2) express Special Conditions in the Purchase Order; (3) the Purchase Order Contract Data; (4) expressly identified Client Requirements, provided that they do not

silently override price, payment, liability or scope; (5) the Scope, Specification and other operational attachments expressly identified in the Purchase Order; (6) these fixed Standard Terms; and (7) the Supplier's quotation solely for description and only where consistent. A document higher in this list prevails to the extent of conflict.

The Supplier's standard terms and conditions do not form part of the Contract, whether referred to in a quotation, acknowledgement, delivery note, invoice, portal or otherwise.

The Contract may be accepted in accordance with clause 2. A signature is not required where the Supplier accepts the Contract by acknowledgement, preparation for or commencement of performance, delivery, supply or acceptance of payment. The Purchase Order identifies the version and effective date of these Standard Terms and the link through which they are made available. The version identified when the Contract is formed applies to that Contract; a later website amendment does not alter an existing Contract unless agreed in writing by the Purchaser and Supplier.

General Conditions

1. Definitions and interpretation

1.1 Definitions

In the Contract:

Additional Works means Goods, Services or Works outside the agreed Scope.

Applicable Laws means all laws, regulations, regulatory requirements, binding codes and legally enforceable standards applicable to the Contract, the supply, the Site or either party.

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

Charges means the prices, fees, rates and properly authorised expenses payable under the Contract.

Client means the person identified as the client in the Purchase Order or an expressly incorporated attachment and, where the context requires, an owner, occupier or manager of a Site for whom the Purchaser provides services.

Client Requirements means Client policies, procedures, standards, contract flow-downs and Site requirements expressly identified or provided to the Supplier.

Contract means the Purchase Order, the attachments expressly identified in it, these Standard Terms and the Supplier's quotation solely to describe the supply and only to the extent consistent with the foregoing, subject to the order of precedence in these Standard

Terms.

Contract Data means the variable particulars stated in the Purchase Order and its expressly incorporated attachments.

Deliverables means all reports, records, certificates, drawings, designs, specifications, data and other outputs required under the Contract.

Goods means the goods, products, equipment, parts and materials described in the Scope.

Intellectual Property Rights means patents, rights in inventions, copyright, database rights, design rights, trademarks, rights in confidential information and all other intellectual property rights, whether registered or unregistered.

Mandatory Policies means the Purchaser's Supplier Code of Conduct and other mandatory policies notified to the Supplier and relevant to the supply.

Purchaser Materials means documents, information, equipment, data and other materials supplied or made available by the Purchaser or a Client.

Purchase Order means the Simpro order issued by the Purchaser identified in that order that identifies the supply and incorporates the identified version of these fixed Standard Terms.

Purchaser means the eligible purchasing entity identified as purchaser in the Purchase Order. Only that entity is a party to and liable under the Contract; the other eligible entity is not a party, has no joint or several liability and gives no guarantee in relation to the Contract.

Scope means the description of the Goods, Services or Works in the Purchase Order and any Scope, Specification, brief, statement of work, rate card or other scope document expressly identified in or incorporated by the Purchase Order.

Services means the services described in the Scope, including call-off, professional, operational, maintenance and reactive services.

Site means each location at which the supply is delivered or performed.

Supplier Personnel means the Supplier's employees, workers, agents, consultants and approved subcontractors.

Works means construction, installation, maintenance, repair, replacement, project or other physical works described in the Scope.

1.2 Interpretation

Unless the context requires otherwise:

1. references to the supply include the Goods, Services, Works and Deliverables applicable to the Purchase Order;
2. a reference to legislation includes amendments and replacement legislation;
3. “including” does not limit the words preceding it;
4. writing includes email, except where the Contract requires signature; and
5. provisions concerning Goods apply to the extent the Purchase Order includes Goods; provisions concerning Services or Works apply to the extent it includes Services, Works, installation, commissioning or maintenance; and PPM, Reactive Services, Service Levels, rebates, data processing and other optional regimes apply only as stated in these Standard Terms and the Purchase Order.

2. Contract formation and precedence

2.1 The eligible purchasing entities are (a) Pareto Facilities Management Limited, incorporated and registered in England and Wales with company number 09070750, whose registered office is at Holborn Town Hall, 193–197 High Holborn, London, WC1V 7BD, and (b) Sowga Limited, incorporated and registered in England and Wales with company number 01458946, whose registered office is at Preston Park House, South Road, Brighton, East Sussex, United Kingdom, BN1 6SB. “**Purchaser**” means whichever of those entities is identified as purchaser in the applicable Purchase Order. If a Purchase Order does not clearly identify one Purchaser, the Supplier shall obtain written clarification before beginning any preparation, supply or performance, and no entity is identified by default. Each Purchase Order is an offer by the identified Purchaser and forms a separate Contract only between that Purchaser and the Supplier. The other eligible purchasing entity is not a party to that Contract, has no joint or several liability in respect of it and gives no guarantee of the identified Purchaser’s obligations.

2.2 The Supplier accepts the Contract when it first:

1. acknowledges or accepts the Purchase Order in writing or electronically;
2. begins work or preparation specifically for the Purchase Order;
3. delivers any Goods;
4. performs any Services or Works; or
5. accepts any payment under the Purchase Order.

2.3 The Contract applies to the exclusion of all terms proposed by the Supplier, including terms in a quotation, acknowledgement, delivery note, invoice, website or other document.

2.4 A Supplier quotation is incorporated solely to describe the supply and only to the extent consistent with the documents having higher precedence. References in a quotation to the Supplier's own terms are ineffective.

2.5 No course of dealing or failure to object to Supplier documentation amounts to acceptance of Supplier terms.

2.6 The order of precedence stated in these Standard Terms applies to conflicts. A specific term takes priority over a general term where that is necessary to give the specific term effect.

3. Commencement, term and call-offs

3.1 The Contract begins on the commencement date stated in the Purchase Order Contract Data or, if none is stated, when the Contract is accepted under clause 2.2. The Supplier shall begin the supply on the applicable delivery, service commencement or mobilisation date stated in the Purchase Order or an expressly incorporated attachment.

3.2 The Contract continues for the initial term unless completed, expired or terminated earlier.

3.3 The Purchaser may exercise any extension option by giving the notice stated in the Purchase Order Contract Data. Charges remain unchanged during an extension unless the Purchase Order expressly provides for a price review.

3.4 Where the Contract permits call-offs:

1. the Purchaser is not obliged to purchase any minimum quantity or value unless the Purchase Order Contract Data expressly state otherwise;
2. each valid call-off forms part of the Contract;
3. only an authorised Purchaser contact may issue a call-off; and
4. the Supplier shall not exceed the quantity, value or scope of a call-off without prior written approval.

3.5 Expiry of a call-off period does not affect a call-off issued before expiry. That call-off continues until completed or terminated.

3.6 Any forecast or estimated quantity is for planning only and is not a commitment unless expressly identified as a minimum commitment.

4. General performance obligations

4.1 The Supplier shall:

1. supply in accordance with the Contract, Scope, Specification and agreed programme;

2. meet all delivery dates, Milestones and Service Levels expressly incorporated by the Purchase Order;
3. where the Purchase Order includes Services or Works, perform them with reasonable skill, care and diligence and in accordance with Good Industry Practice;
4. ensure the supply is suitable for any purpose expressly made known to the Supplier;
5. use suitable, safe and good-quality materials, equipment and methods;
6. where the Purchase Order includes Services or Works, provide enough suitably qualified, trained and experienced Supplier Personnel;
7. obtain and maintain all licences, consents, approvals, accreditations and registrations required for the supply;
8. comply with the Purchaser's lawful and reasonable instructions relating to the Contract;
9. cooperate with the Purchaser, the Client and other Site contractors;
10. avoid unnecessary disruption to the Client's operations;
11. promptly report any defect, delay, safety issue, conflict or likely failure;
12. provide all reports, records, manuals and certificates required by the Contract; and
13. not do anything that may cause the Purchaser or a Client to breach Applicable Laws or lose a material licence or approval.

4.2 The Supplier is responsible for reviewing the information and requirements provided to it. It shall promptly raise any material inconsistency, omission or obvious error before relying on it.

4.3 Time is of the essence for:

1. delivery and completion dates expressly identified as critical;
2. statutory inspections and compliance deadlines;
3. emergency and expressly incorporated Service Level times; and
4. any other deadline expressly stated to be essential.

4.4 The Supplier shall maintain adequate management, supervision and contingency arrangements throughout the Contract.

Conditions for Goods

5. Goods

5.1 This clause 5 applies to the extent the Purchase Order includes Goods. A supplier is not subject to this clause merely because it uses incidental materials in performing Services or Works.

5.2 The Supplier shall deliver the Goods:

1. to the location and by the date stated in the Purchase Order;
2. during the permitted delivery hours;
3. properly packed and protected against damage;
4. with a delivery note stating the Purchase Order number, description, quantity and delivery date; and
5. with all instructions, safety information, warranties, manuals and certificates required for their safe and effective use.

5.3 Unless otherwise stated, the Charges include packaging, carriage, insurance, duties, handling and delivery to the specified location.

5.4 The Supplier shall not deliver early or in instalments without the Purchaser's consent.

5.5 Title to Goods passes to the Purchaser on the earlier of payment or delivery. Risk passes only on delivery, unloading and acceptance at the specified location.

5.6 Title to Goods for which the Purchaser has paid before delivery passes on payment. The Supplier shall identify, segregate and protect those Goods as the Purchaser's property. Risk remains with the Supplier until delivery and acceptance.

5.7 The Purchaser may inspect or test Goods before or after delivery. Inspection, testing, use or payment does not constitute acceptance or prevent a later claim for a defect, including a latent defect.

5.8 The Goods shall:

1. conform to the Contract and any approved sample;
2. be new unless expressly agreed otherwise;
3. be of satisfactory quality and fit for their ordinary and stated purposes;
4. be free from defects in design, materials, manufacture and title;
5. comply with Applicable Laws and applicable safety and quality standards; and
6. be supplied with the benefit of all available manufacturer warranties.

5.9 Unless a different period is stated, the Supplier warrants the Goods for the longer of:

1. 12 months after acceptance;
2. the manufacturer's warranty period; and
3. any mandatory statutory warranty period.

5.10 The Supplier shall promptly notify the Purchaser of a safety notice, recall or suspected systemic defect. The Supplier shall, at its cost, trace, collect, repair, replace or refund affected Goods and provide reasonable recall assistance.

5.11 Where applicable, the Supplier shall make spare parts, consumables and technical support available for the period stated in the Scope or, if none is stated, for a reasonable period having regard to the nature and expected life of the Goods.

5.12 The Supplier shall maintain products liability insurance in accordance with clause 22.

Conditions for Services and Works

6. Services, Works and Deliverables

6.1 This clause 6 applies to the extent the Purchase Order includes Services, Works, installation, commissioning or maintenance. A supplier of Goods alone is not subject to this clause.

6.2 The Supplier shall:

1. use workmanship and materials meeting the Contract and Good Industry Practice;
2. protect the Site, its occupants, contents, finishes and systems;
3. maintain tidy and safe working areas and remove waste and temporary materials;
4. submit suitable risk assessments, method statements and permits before starting relevant work;
5. coordinate isolations, shutdowns and disruptive activity with the Purchaser;
6. complete all testing, commissioning and making good;
7. provide statutory certificates, completion records, warranties and operating information;
8. update drawings, asset records and maintenance information where required; and
9. promptly correct incomplete or defective work.

6.3 Completion occurs only when the Supplier has:

1. completed the relevant supply in accordance with the Contract;
2. corrected material defects preventing proper use;

3. provided required Deliverables and certificates; and
4. obtained any acceptance or sign-off required by the Scope.

6.4 Purchaser sign-off confirms receipt only unless it expressly states that the relevant supply has been accepted as complete.

6.5 The Supplier remains responsible for the adequacy of its methods, sequencing, temporary works and supervision.

6.6 The Supplier shall maintain any professional indemnity, contractors' all risks, motor or other Services/Works insurance required by clause 22 or the Purchase Order.

Additional Conditions for PPM and Reactive Services

7. PPM, reactive services and Service Levels

7.1 This clause 7 applies only where the Purchase Order identifies PPM or Reactive Services. An SLA, KPI or Priority Matrix is binding only where the Purchase Order expressly incorporates it. A basic call-off or ad hoc supplier has no Service Level or KPI obligations unless expressly incorporated.

7.2 The Supplier shall perform PPM and Reactive Services in accordance with the programme, Priority Categories and Service Levels expressly incorporated by the Purchase Order.

7.3 The Supplier shall record and report performance accurately, including instruction, acknowledgement, attendance, make-safe, restoration and completion times.

7.4 A Service Level begins and ends at the points stated in the expressly incorporated PPM/SLA/Priority Matrix. The Supplier may pause measurement only where that attachment expressly permits it and the Supplier:

1. promptly gives written notice;
2. records the reason and supporting evidence;
3. continues all reasonably practicable work; and
4. restarts measurement when the cause of the pause ends.

7.5 Service Levels are binding performance requirements. A failure is not excused merely because the Supplier has used reasonable endeavours.

7.6 Service credits apply only if the Purchase Order expressly states that they apply and specifies or incorporates the necessary particulars. Unless expressly stated otherwise, service credits are not the Purchaser's exclusive remedy.

7.7 A Supplier providing only basic call-off or ad hoc Services has no SLA or KPI obligation unless the Purchase Order expressly incorporates an SLA, KPI or Priority Matrix.

7.8 Repeated or chronic failure under an expressly incorporated performance regime entitles the Purchaser to require remediation and, where clause 24 or clause 30 applies, to step in, procure substitute services or terminate the affected Services.

General Conditions (continued)

8. Additional Works and scope control

8.1 The Supplier shall not undertake Additional Works or incur additional cost unless the change is approved in accordance with clause 12.

8.2 A quotation for Additional Works shall state:

1. the proposed scope;
2. the reason the work is outside the agreed Scope;
3. a fixed price or detailed estimate;
4. labour rates, hours and materials;
5. programme and Service Level effects;
6. assumptions and exclusions; and
7. the period for which the quotation is valid.

8.3 The Supplier shall not exceed any approval threshold stated in the Purchase Order or the amount of an approved quotation without further approval in accordance with clause 12.

8.4 The Supplier may take immediate action without prior approval only where reasonably necessary to prevent or reduce an imminent risk to life, safety, security or material property damage.

8.5 When relying on clause 8.4, the Supplier shall:

1. contact the Purchaser immediately and, where possible, before incurring cost;
2. do only what is reasonably required to make the situation safe;
3. mitigate cost and disruption;
4. provide a written report and evidence as soon as practicable; and
5. obtain approval before carrying out permanent repair or other non-emergency work.

8.6 Direct requests from a Client do not authorise Additional Works.

9. Client contact, instructions and non-circumvention

9.1 The Supplier may communicate with a Client where reasonably required for day-to-day performance. It shall keep the Purchaser appropriately informed.

9.2 Unless the Purchaser gives prior written authority, the Supplier shall not:

1. accept a Client instruction that changes scope, price, timing or risk;
2. agree charges or commercial terms directly with a Client;
3. invoice or seek payment from a Client;
4. enter into a direct arrangement with a Client concerning the contracted scope; or
5. use its access through the Purchaser to circumvent the Purchaser's commercial relationship with the Client.

9.3 The Supplier shall redirect an unauthorised request to the Purchaser and promptly report the approach.

9.4 Clause 9 does not prevent the Supplier from:

1. receiving Site access or safety instructions;
2. responding to an emergency under clause 8.4;
3. making disclosures required by law; or
4. participating in an openly competed procurement, provided it does not misuse Confidential Information or breach an express restriction notified before the procurement.

9.5 A deliberate or material breach of this clause is a material breach of the Contract.

10. Client Requirements and Site obligations

10.1 The Supplier shall comply with Client Requirements where they:

1. have been provided or clearly identified to the Supplier;
2. relate to the Supplier's Scope;
3. are reasonably capable of being performed by a competent supplier of the relevant supply; and
4. do not conflict with the Contract or Applicable Laws.

10.2 Client Requirements may include requirements relating to:

- security and access;
- confidentiality;
- conduct and safeguarding;

- health and safety;
- incident reporting;
- sustainability and environmental performance;
- business continuity;
- operational hours;
- reporting; and
- Site-specific standards.

10.3 A Client Requirement that materially changes scope, timing, cost or risk shall be dealt with under clause 12, unless immediate action is required for safety or legal compliance.

10.4 The Supplier shall ensure that Supplier Personnel are made aware of relevant Client Requirements before attending the Site.

11. Purchaser obligations and Supplier relief

11.1 The Purchaser shall, to the extent stated in the Scope:

1. provide or procure reasonable access to the Site;
2. provide available information and Purchaser Materials reasonably needed for performance;
3. notify the Supplier of known material Site rules; and
4. give decisions and approvals within a reasonable time.

11.2 The Supplier is entitled to relief for a Purchaser-caused delay only where it:

1. gives prompt written notice describing the event and likely effects;
2. provides supporting evidence;
3. takes reasonable steps to avoid and mitigate delay and cost;
4. continues unaffected work; and
5. demonstrates the actual effect on the critical programme or cost.

11.3 Relief is limited to a reasonable extension of time and any demonstrable direct additional cost expressly agreed through change control.

11.4 The Supplier has no automatic entitlement to additional payment.

11.5 The Supplier is not entitled to relief to the extent the event was caused or contributed to by the Supplier or could reasonably have been avoided or mitigated.

12. Change control

12.1 Either party may propose a change. No change affects the Scope, Charges, programme, Service Levels or other Contract terms unless recorded in:

1. a completed Change Order in the form required by the Purchaser, signed by authorised representatives of both parties; or
2. a variation approved through the Purchaser's authorised Simpro variation workflow.

12.2 The Supplier shall provide the information reasonably required to assess a proposed change, normally within 5 Business Days.

12.3 Unless the Purchaser instructs otherwise, the Supplier shall continue performing the existing Contract while a proposed change is considered.

12.4 The Supplier shall not treat informal discussion, Site attendance, review of a quotation or Client communication as approval of a change.

12.5 A Change Order takes effect only when it is completed in the form required by the Purchaser and signed by authorised representatives of both parties, or approved through the Purchaser's authorised Simpro variation workflow. A blank or draft form does not amend the Contract.

13. Charges, invoicing and payment

13.1 The Purchaser shall pay the agreed Charges for supply properly performed and accepted under the Contract.

13.2 Unless expressly stated otherwise, the Charges include:

1. labour, management and supervision;
2. ordinary tools and equipment;
3. packaging, delivery and unloading;
4. travel and subsistence;
5. overhead and profit;
6. licences and compliance costs; and
7. all other costs of performance except VAT.

13.3 Time-and-materials charges must be supported by approved worksheets showing personnel, dates, hours, rates, materials and the work completed.

13.4 Materials may be charged above net cost only where the Purchase Order expressly states that a mark-up applies and specifies the mark-up. The Supplier shall provide purchase invoices or equivalent evidence on request.

13.5 Each invoice shall:

1. identify the Purchaser stated in the Purchase Order and quote the correct Purchase Order number;
2. identify the Site and period of delivery;
3. describe the supply;
4. apply the agreed rates and pricing;
5. state VAT separately;
6. include completion evidence and approved worksheets where relevant;
7. identify any approved Change Order; and
8. comply with the Purchaser's notified invoicing instructions.

13.6 The Supplier shall submit an invoice within 30 days after delivery or completion of the relevant supply. The Purchaser may reject a materially late invoice where the delay has prejudiced verification or recovery but shall act reasonably having regard to the circumstances.

13.7 The Purchaser shall pay each valid and undisputed invoice within 45 days after the end of the calendar month in which the Purchaser receives that invoice.

13.8 If the Purchaser disputes an invoice, it may withhold the disputed amount and shall notify the Supplier of the reason. The undisputed amount remains payable.

13.9 The Purchaser may set off any amount due from the Supplier against any amount payable to the Supplier.

13.10 Payment does not amount to acceptance or waive any right.

13.11 VAT shall be payable on receipt of a valid VAT invoice.

13.12 The Supplier shall keep sufficient evidence to verify the Charges. The Purchaser may correct overpayments and recover them as a debt or by set-off.

13.13 Optional upstream client insolvency provision

This clause applies only if the Purchase Order expressly states that it applies and only to the extent permitted by Applicable Laws.

Where payment relates to a construction contract and the relevant Client is insolvent within the meaning permitted by section 113 of the Housing Grants, Construction and Regeneration Act 1996, the Purchaser's obligation to make that payment may be suspended to the extent lawfully permitted. This clause does not otherwise make payment conditional on the Purchaser receiving payment from a Client.

14. Price review

14.1 Charges are fixed unless the Purchase Order expressly provides for a price review and states or incorporates the necessary particulars.

14.2 Where a price review is expressly provided for in the Purchase Order:

1. no review applies before the first review date;
2. the Supplier shall give at least 60 days' notice;
3. the Supplier shall provide reasonable supporting evidence;
4. any increase shall not exceed the lower of the index movement and cap stated in the Purchase Order;
5. a reduction in the index shall be reflected where stated in the Purchase Order; and
6. no increase takes effect unless confirmed in writing by the Purchaser.

14.3 A price review does not apply retrospectively.

14.4 A change in the Supplier's ordinary overhead, staffing cost or subcontract price does not create a separate right to increase Charges.

15. Purchaser Materials, confidentiality and publicity

15.1 Purchaser Materials remain the property of the Purchaser, the Client or their licensors.

15.2 The Supplier shall:

1. use Purchaser Materials only to perform the Contract;
2. keep them secure and in good condition;
3. not copy or disclose them except as necessary for performance;
4. comply with return, deletion and access instructions; and
5. promptly report loss, damage or unauthorised access.

15.3 Each party shall keep confidential all non-public commercial, operational, technical, security and personal information received in connection with the Contract.

15.4 A party may disclose Confidential Information:

1. to personnel and advisers who need it and are bound by confidentiality;
2. where required by law or a regulator; or
3. with the owner's prior written consent.

15.5 The Supplier shall not publicise the Contract or use the Purchaser's or a Client's name, trademark, logo, images or Site details without prior written consent.

15.6 The confidentiality obligations continue for five years after termination. Obligations relating to trade secrets, security information and personal data continue for so long as the information remains protected or confidential.

16. Intellectual property

16.1 Each party retains ownership of Intellectual Property Rights it owned or developed independently before the Contract.

16.2 Purchaser Materials and Client materials remain owned by their existing owner.

16.3 Intellectual Property Rights in Deliverables created specifically for the Purchaser under the Contract vest in the Purchaser on creation. To the extent they do not vest automatically, the Supplier assigns them to the Purchaser with full title guarantee, including by present assignment of future rights.

16.4 Clause 16.3 does not transfer ownership of Supplier materials that:

1. existed before the Contract;
2. were developed independently of the Contract; or
3. are generic tools, methods or know-how used across the Supplier's business.

16.5 The Supplier grants the Purchaser, its group companies and the Client a perpetual, irrevocable, worldwide, transferable, royalty-free licence, with the right to sublicense, to use, copy, adapt and maintain Supplier background materials embedded in or necessary to use the Deliverables.

16.6 The Supplier shall obtain equivalent rights from Supplier Personnel and subcontractors and shall execute documents reasonably required to give effect to this clause.

16.7 The Supplier warrants that use of the supply and Deliverables in accordance with the Contract will not infringe third-party Intellectual Property Rights.

17. Compliance with laws and policies

17.1 The Supplier shall comply with:

1. Applicable Laws relevant to the supply, Site and Supplier Personnel;
2. the Mandatory Policies;
3. relevant Site rules and Client Requirements; and
4. lawful requirements of regulators and competent authorities.

17.2 Without limiting clause 17.1, the Supplier shall maintain proportionate arrangements addressing:

- health and safety;
- fire and building safety;
- environmental protection and waste;
- employment, right to work and equality;
- anti-bribery and corruption;
- prevention of the facilitation of tax evasion;
- modern slavery and human trafficking;
- trade and financial sanctions where relevant;
- data protection and information security; and
- licences and sector-specific competence.

17.3 The Supplier shall not offer or accept a bribe or improper inducement in connection with the Contract.

17.4 The Supplier shall promptly notify the Purchaser of an actual or suspected serious compliance breach relevant to the Contract and shall cooperate with reasonable investigation and remediation.

17.5 The Supplier shall provide reasonable evidence of compliance on request.

17.6 A serious or repeated compliance breach is a material breach.

18. Health, safety and security

18.1 This clause applies to the extent the Purchase Order includes Services, Works, installation, commissioning or maintenance. The Supplier is responsible for the health and safety of Supplier Personnel and for the safe performance of its work.

18.2 Before starting relevant work, the Supplier shall provide suitable:

1. risk assessments and method statements;
2. COSHH or equivalent assessments;
3. training and competence evidence;
4. permits and isolation plans; and
5. emergency arrangements.

18.3 The Supplier shall:

1. follow Site access, permit, security and emergency procedures;

2. display identification and wear appropriate PPE;
3. protect occupants and members of the public;
4. secure work areas, tools and hazardous materials;
5. report accidents, near misses, hazards and security incidents promptly;
6. preserve evidence and cooperate with investigations; and
7. stop work where continued performance would create an unacceptable risk.

18.4 The Purchaser or the Client may refuse access to Supplier Personnel on reasonable safety, security, conduct or competence grounds. The Supplier shall promptly provide a suitable replacement at no additional cost where the refusal results from the Supplier's act or omission.

18.5 The Supplier shall review the asbestos register and other relevant hazard information before intrusive work. It shall stop work and report suspected undisclosed asbestos or other hazardous material.

18.6 Where the Purchase Order expressly states that the Construction (Design and Management) Regulations 2015 apply, or those Regulations necessarily apply by law, the Supplier shall perform its applicable contractor, designer or principal contractor duties and provide required construction-phase and health-and-safety-file information.

19. Sustainability and environment

19.1 The Supplier shall perform the Contract in an environmentally responsible manner proportionate to the supply.

19.2 The Supplier shall:

1. prevent pollution and minimise nuisance;
2. reduce unnecessary energy, water, materials and vehicle use;
3. minimise waste and apply the waste hierarchy;
4. segregate, store, transport and dispose of waste lawfully;
5. use authorised waste carriers and facilities;
6. maintain transfer notes, consignment notes and other required records; and
7. comply with Client sustainability requirements expressly identified in or incorporated by the Purchase Order.

19.3 The Supplier shall promptly report an environmental incident and take reasonable containment and remediation action.

19.4 Environmental claims about Goods or Services must be accurate and supported by reasonable evidence.

20. Data protection and information security

20.1 Each party shall comply with applicable data protection law in relation to personal data it processes as an independent controller.

20.2 The Supplier shall:

1. access personal data only where needed to perform the Contract;
2. keep personal data confidential and secure;
3. ensure Supplier Personnel receive appropriate instructions;
4. notify the Purchaser without undue delay of a personal data breach relevant to the Contract;
5. cooperate with reasonable requests concerning rights, investigations and compliance; and
6. not use personal data for marketing or unrelated purposes.

20.3 Where the Supplier processes personal data on behalf of the Purchaser or a Client, the processor obligations in this Contract apply and the processing particulars shall be stated in the Purchase Order or an expressly incorporated Data Processing Particulars attachment. In that case:

1. the Purchase Order or Data Processing Particulars shall identify the subject matter, duration, nature and purpose of processing, types of personal data and categories of data subjects;
2. the Supplier shall act only on documented instructions;
3. the Supplier shall comply with the processor obligations in clause 20 and any expressly incorporated Data Processing Particulars; and
4. processing shall not begin until the required particulars and security arrangements have been agreed.

20.4 The Supplier shall maintain proportionate technical and organisational security measures addressing access control, authentication, system security, backup, recovery, vulnerability management and secure deletion.

20.5 Where the Supplier acts as processor, it shall: (a) process personal data only on documented instructions unless legally required otherwise; (b) ensure authorised personnel are bound by confidentiality; (c) implement measures appropriate to the risk; (d) not appoint or replace a subprocessor without prior written authorisation and impose equivalent data-protection obligations on each approved subprocessor; (e) remain

responsible for subprocessors; (f) assist with data-subject requests, security assessments, impact assessments, consultations and regulatory enquiries; (g) notify the Purchaser promptly of a personal data breach and provide available details and updates; (h) not transfer personal data outside the United Kingdom without prior approval and a lawful transfer mechanism; (i) provide information and audit cooperation reasonably required to demonstrate compliance; (j) notify the Purchaser if an instruction appears unlawful; and (k) at the end of processing, return or securely delete personal data unless retention is legally required.

21. Personnel, subcontractors and TUPE

21.1 Clauses 21.1 to 21.3 apply to the extent the Purchase Order includes Services, Works, installation, commissioning or maintenance; clauses 21.4 to 21.6 apply to all suppliers; and clauses 21.7 to 21.8 apply only where TUPE is expressly stated in the Purchase Order or necessarily applies by law. The Supplier shall provide sufficient suitable Supplier Personnel and appropriate cover for absence and service continuity.

21.2 Supplier Personnel shall:

1. have the necessary qualifications, competence and experience;
2. have the right to work in the United Kingdom;
3. undergo lawful and proportionate vetting where required by the Scope;
4. comply with Site conduct, uniform and identification requirements; and
5. behave professionally and respectfully.

21.3 The Purchaser may reasonably require removal or replacement of an individual for competence, conduct, safety or security reasons.

21.4 The Supplier shall not subcontract a material obligation without the Purchaser's prior written consent.

21.5 Consent does not relieve the Supplier of responsibility. The Supplier remains liable for subcontractors as if their acts and omissions were its own.

21.6 The Supplier shall ensure approved subcontractors comply with all Contract terms relevant to their work, including confidentiality, compliance, data protection and audit requirements.

21.7 Where the Purchase Order expressly states that TUPE applies or TUPE reasonably appears necessarily applicable by law, each party shall:

1. comply with its legal obligations;
2. provide accurate employee-liability and workforce information within the required times;

3. cooperate with consultation and transition planning; and
4. not materially alter assigned personnel or their terms to increase the other party's liability without prior written agreement.

21.8 The Supplier is responsible for employment liabilities relating to Supplier Personnel arising during the Supplier's period of employment or engagement, subject to Applicable Laws and any express TUPE allocation in the Purchase Order or an expressly incorporated attachment.

22. Insurance

22.1 The Supplier shall maintain throughout the Contract the insurance types and levels stated in the Purchase Order. If the Purchase Order is silent, the following apply:

1. Employers' liability insurance of £2,000,000 each occurrence or the statutory minimum if higher;
2. public liability insurance of £2,000,000 each occurrence; products liability insurance of £2,000,000 in the aggregate where the Purchase Order includes Goods;
3. professional indemnity insurance of £2,000,000 each claim or in the aggregate where the Supplier provides professional or design Services; and
4. a 12-year run-off period for required professional indemnity insurance.

22.2 Insurance shall be placed with reputable insurers and cover the Supplier's liabilities and activities under the Contract.

22.3 The Supplier shall provide certificates, schedules and evidence of premium payment on request.

22.4 The Supplier shall promptly notify the Purchaser of cancellation, material reduction, non-renewal or a circumstance likely materially to affect cover.

22.5 Insurance does not limit the Supplier's liability.

22.6 The Purchase Order may state that an otherwise applicable insurance is not required or specify additional motor, contractors' all risks, cyber or other insurance appropriate to the supply.

23. Defects and remedies

23.1 If the supply is late, defective, incomplete or otherwise non-compliant, the Purchaser may, acting reasonably and having regard to urgency:

1. reject affected Goods;
2. require prompt repair, replacement, correction or re-performance;

3. require a refund or proportionate price reduction;
4. withhold affected sums;
5. accept the supply subject to agreed remedial action;
6. obtain substitute supply;
7. take urgent protective action; and
8. recover reasonable and foreseeable additional costs caused by the failure.

23.2 The Supplier shall bear reasonable collection, removal, re-delivery, reinstallation, testing and making-good costs arising from its non-compliance.

23.3 Where the Supplier does not remedy a failure within a reasonable period specified by the Purchaser, the Purchaser may remedy it or appoint another supplier and recover the reasonable additional cost.

23.4 In an emergency or where delay would materially affect safety or operations, the Purchaser need not give the Supplier a further opportunity to remedy before acting.

23.5 These remedies are cumulative, but the Purchaser shall not recover twice for the same loss.

24. SLA failure, step-in and substitute supply

24.1 This clause applies only where the Purchase Order expressly incorporates an SLA, KPI or Priority Matrix and only to the Service Levels stated in that document.

24.2 Following a material or repeated failure, the Purchaser may require a remedial plan. The Supplier shall submit the plan within 5 Business Days or sooner where operational urgency requires.

24.3 The plan shall identify root cause, immediate controls, permanent corrective action, owners and completion dates.

24.4 The Purchaser may step in or obtain substitute supply where reasonably necessary to address:

1. an immediate safety or security risk;
2. a serious operational interruption;
3. a Priority 1 failure;
4. persistent or chronic Service Level failure; or
5. failure to implement an agreed remedial plan.

24.5 The Supplier shall cooperate with step-in and provide access, information and assistance.

24.6 The Supplier remains responsible for the reasonable additional cost to the extent step-in or substitute supply was caused by its breach.

24.7 Step-in does not transfer responsibility for the Contract to the Purchaser and shall end when the Supplier demonstrates it can safely resume compliant performance.

25. Indemnities

25.1 Subject to clause 26, the Supplier shall indemnify the Purchaser against third-party claims, losses and reasonable professional costs arising from:

1. death, personal injury or tangible property damage caused by the Supplier's breach, negligence or wrongful act;
2. infringement of third-party Intellectual Property Rights by the supply or Deliverables;
3. employment or worker claims brought by Supplier Personnel, except to the extent caused by the Purchaser;
4. Supplier employment or TUPE liabilities allocated to the Supplier under the Contract or Applicable Laws;
5. a personal data breach caused by the Supplier's breach of clause 20 or any expressly incorporated Data Processing Particulars; and
6. fines, remediation costs or third-party claims caused by the Supplier's material regulatory non-compliance, to the extent lawfully recoverable.

25.2 The Purchaser shall:

1. notify the Supplier promptly of an indemnified claim;
2. provide reasonable cooperation at the Supplier's cost; and
3. allow the Supplier reasonable conduct of the defence, provided that the Supplier may not admit liability or settle a claim affecting the Purchaser or a Client without consent.

25.3 The Purchaser's failure to give prompt notice reduces the indemnity only to the extent the Supplier is materially prejudiced.

26. Liability

26.1 Nothing in the Contract limits or excludes liability for:

1. death or personal injury caused by negligence;
2. fraud or fraudulent misrepresentation;
3. breach of an implied term as to title;
4. deliberate default;

5. any liability which cannot lawfully be limited; or
6. payment of properly due Charges.

26.2 Subject to clause 26.1, the Supplier's total aggregate liability arising from the Contract shall not exceed the cap stated in the Purchase Order or, if none is stated, 200% of the contract value.

26.3 The enhanced liability cap applies in aggregate to liability arising from:

1. damage to Purchaser or Client property;
2. breach of confidentiality;
3. data protection and information-security breach;
4. Intellectual Property Rights infringement;
5. employment and TUPE liabilities;
6. material regulatory non-compliance; and
7. the indemnities in clause 25,

unless the Purchase Order expressly provides that a listed category is uncapped.

26.4 If the Purchase Order does not state an enhanced liability cap, it shall be the greater of:

1. twice the Supplier general liability cap stated in clause 26.2; and
2. the amount recoverable under the insurance required for the relevant liability.

26.5 Subject to clause 26.1, the Purchaser's total aggregate liability shall not exceed the cap stated in the Purchase Order or, if none is stated, 100% of the Charges paid or payable in the preceding 12 months.

26.6 Neither party is liable for indirect or consequential loss.

26.7 The following are not excluded merely because they concern a third party or arise following service failure, provided they are direct, reasonably foreseeable and caused by breach:

1. reasonable investigation, containment and rectification costs;
2. repair and replacement costs;
3. reasonable substitute-procurement costs;
4. costs of recalling defective Goods;
5. reasonable costs of restoring Client property or operations;
6. wasted Charges paid for non-compliant supply; and

7. amounts the Purchaser is liable to pay a Client because of the Supplier's breach, to the extent such liability was reasonably foreseeable and the relevant Client obligation was disclosed or identified to the Supplier.

26.8 The Purchaser is not liable for the Supplier's loss of profit, revenue, business, opportunity, goodwill or anticipated savings.

26.9 The Supplier shall mitigate its losses.

27. Records and audit

27.1 The Supplier shall keep complete and accurate records relevant to:

1. Charges, rates, time and materials;
2. rebates;
3. maintenance and statutory compliance;
4. Service Levels and performance;
5. health, safety and environmental compliance;
6. personnel competence and vetting;
7. data processing;
8. Goods traceability and warranties; and
9. subcontractor performance.

27.2 Records shall be retained for six years after the relevant supply, or longer where required by Applicable Laws or the Contract.

27.3 On reasonable notice, the Purchaser may inspect relevant records to verify Contract compliance. No advance notice is required where the Purchaser reasonably suspects serious fraud, safety breach or deliberate record manipulation.

27.4 Audits shall be proportionate, conducted during normal business hours where practicable and subject to reasonable confidentiality and security requirements.

27.5 The Supplier shall correct an overcharge and reimburse reasonable audit costs where an audit identifies a material overcharge or deliberate non-compliance.

27.6 The Supplier shall provide reasonable cooperation with a Client, regulator or auditor where relevant to the supply.

28. Business continuity and Force Majeure

28.1 The Supplier shall maintain proportionate business-continuity arrangements addressing foreseeable risks including staff absence, equipment failure, utilities disruption, cyber incidents and supply-chain interruption.

28.2 **Force Majeure** means an event beyond the affected party's reasonable control that prevents performance despite reasonable contingency and mitigation.

28.3 Force Majeure does not include:

1. lack of funds;
2. a price increase;
3. ordinary labour or material shortage;
4. subcontractor failure that could reasonably have been mitigated;
5. failure to maintain required systems, stock or contingency arrangements; or
6. an event caused by the affected party's breach.

28.4 The affected party shall promptly:

1. notify the other party;
2. explain the effect and expected duration;
3. implement continuity and mitigation measures;
4. continue unaffected obligations; and
5. provide regular updates.

28.5 Charges are not payable for supply not provided because of Force Majeure.

28.6 The Purchaser may obtain temporary substitute supply during Force Majeure.

28.7 Either party may terminate the affected supply if Force Majeure continues for longer than the period stated in the Purchase Order or, if no period is stated, 30 days. The Purchaser may terminate earlier where continued non-performance creates an unacceptable safety or critical-operational risk.

29. Suspension and emergency action

29.1 The Purchaser may suspend all or part of the supply where reasonably necessary because of:

1. a safety, security or environmental risk;
2. material breach;
3. serious or repeated Service Level failure;

4. a Client or regulatory requirement;
5. suspected fraud or serious misconduct; or
6. operational necessity.

29.2 The Purchaser shall explain the reason where reasonably practicable.

29.3 The Supplier shall comply with the suspension, make the work safe and protect Goods, materials and the Site.

29.4 If suspension results from Supplier breach, the Supplier is not entitled to additional time or cost and shall reimburse the Purchaser's reasonable resulting costs.

29.5 If suspension is solely for the Purchaser's convenience and not caused by the Supplier, clause 11 applies.

30. Termination

30.1 Either party may terminate the Contract for material breach where:

1. the breach cannot be remedied; or
2. the defaulting party fails to remedy it within 14 days after written notice, or a shorter reasonable period where safety or critical operations require.

30.2 The Purchaser may terminate immediately by written notice where the Supplier:

1. commits a serious health, safety, security, bribery, modern-slavery, sanctions or data-protection breach;
2. commits a deliberate or material breach of clause 9;
3. persistently fails Service Levels expressly incorporated by the Purchase Order;
4. abandons the supply;
5. repeatedly supplies defective or late Goods, Services or Works;
6. uses an unapproved material subcontractor;
7. provides materially false compliance or performance records; or
8. is no longer appropriately licensed or insured.

30.3 Either party may terminate where the other enters insolvency, administration, liquidation or an arrangement with creditors, has a receiver appointed, ceases or threatens to cease substantial business, or undergoes an analogous event, subject to mandatory insolvency law.

30.4 The Purchaser may terminate immediately if the Supplier's financial position materially threatens performance.

30.5 The Purchaser may terminate on a change of Control of the Supplier where the Purchaser reasonably considers that the change creates a material commercial, compliance, security or operational risk.

30.6 The Purchaser may terminate all or part of the Contract for convenience by giving the notice stated in the Purchase Order or, if no period is stated, 30 days' notice.

30.7 The Purchaser may terminate an affected Site or part of the Scope on 30 days' notice where the Purchaser's relevant Client contract ends, the Site is sold or closed, or the Client no longer requires that supply.

31. Consequences of termination

31.1 On termination or expiry, the Supplier shall:

1. stop work as instructed;
2. protect and hand over completed and partly completed supply;
3. return Purchaser Materials, keys, passes, data and property;
4. deliver outstanding records, certificates and Deliverables;
5. remove Supplier equipment and waste;
6. provide reasonable handover and transition information; and
7. cooperate to avoid disruption to critical services.

31.2 The Purchaser shall pay for compliant supply properly completed and accepted up to termination, subject to set-off and other rights.

31.3 Following convenience termination, the Purchaser shall also pay unavoidable, reasonable and evidenced direct demobilisation costs expressly approved in advance.

31.4 The Supplier is not entitled to anticipated profit, revenue or contribution on future or cancelled work unless the Contract expressly provides otherwise.

31.5 The Purchaser may require an existing call-off to continue after termination of the wider arrangement where reasonably required for orderly completion or transition, provided it continues to pay the agreed Charges.

31.6 Where the Purchase Order includes critical Services, the Supplier shall provide transition assistance for up to 3 months on the existing rates unless otherwise agreed.

31.7 Termination does not affect accrued rights. Clauses intended to continue, including confidentiality, intellectual property, data protection, liability, records, audit and governing law, survive.

32. Rebate

32.1 This clause applies only where the Purchase Order expressly states that a rebate applies and states or incorporates the necessary Rebate Particulars.

32.2 The Supplier shall calculate, report and pay or credit the Rebate in accordance with the Rebate Particulars in the Purchase Order or an expressly incorporated attachment. Each statement shall show qualifying transactions, exclusions, adjustments and the calculation; the Purchaser may verify it under clause 27; errors shall be corrected in the next statement or within 30 days if discovered after the final statement; and, for a partial period, the Rebate shall be calculated up to termination unless the Rebate Particulars state otherwise.

32.3 Rebate records are subject to clause 27.

32.4 Accrued Rebate obligations survive expiry or termination.

33. Service reviews and reporting

33.1 Where the Purchase Order includes Services or Works and the Scope requires it, the Supplier shall attend service-review meetings and provide concise, accurate performance reports.

33.2 Reports may include:

- work completed and outstanding;
- Service Level performance;
- statutory compliance;
- incidents and defects;
- expenditure and forecasts;
- sustainability information;
- corrective action; and
- opportunities for improvement.

33.3 Reporting does not replace the Supplier's obligation to give immediate notice of a material issue.

34. Quality assurance and improvement

34.1 The Supplier shall maintain quality-control arrangements proportionate to the supply.

34.2 The Purchaser may require a corrective-action plan following a material defect, failed audit, repeated complaint or performance failure.

34.3 The Supplier shall identify reasonable opportunities to improve cost, efficiency, safety, sustainability and service quality.

34.4 No improvement changes the Contract unless approved under clause 12.

35. Ethical supply chain

35.1 The Supplier shall take proportionate steps to ensure its supply chain complies with the ethical, labour, environmental and anti-corruption requirements relevant to the Contract.

35.2 The Supplier shall promptly investigate credible concerns relating to forced labour, human trafficking, illegal working, bribery or serious environmental harm.

35.3 The Supplier shall not knowingly source products or services in breach of applicable sanctions or import restrictions.

36. General

36.1 Assignment

The Supplier shall not assign, transfer, charge or otherwise deal with the Contract without the Purchaser's prior written consent.

The Purchaser may assign or transfer the Contract to a group company, a purchaser of its business, a replacement facilities manager or, where relevant, the Client, on written notice.

36.2 Variation

Except for an authorised operational instruction within the existing Scope, a variation is effective only if recorded in writing by authorised representatives in accordance with clause 12.

36.3 Waiver

A waiver is effective only if given in writing. Delay or failure to exercise a right is not a waiver.

36.4 Severance

If a provision is invalid or unenforceable, it shall be modified to the minimum extent necessary. If modification is not possible, it shall be deleted without affecting the remainder.

36.5 Entire agreement

The Contract constitutes the entire agreement concerning its subject matter. Neither party relies on a statement not set out in the Contract, but this does not limit liability for fraud.

36.6 No partnership or agency

The Contract does not create a partnership, joint venture or agency. The Supplier has no authority to bind the Purchaser or a Client.

36.7 Notices

A formal notice shall identify the Purchaser stated in the Purchase Order and be sent to the postal or email address stated for that party in the Purchase Order, or to its registered office if no notice address is stated.

A notice is treated as received:

1. if delivered by hand, when left at the correct address;
2. if sent by next-Business-Day service, at 9:00 am on the second Business Day after posting; or
3. if sent by email, when transmitted without an error message, provided that an email sent outside 9:00 am to 5:00 pm on a Business Day is treated as received at 9:00 am on the next Business Day.

This clause does not apply to service of legal proceedings.

36.8 Counterparts and electronic signatures

The Contract and a Change Order may be signed in counterparts and by electronic signature.

36.9 Third-party rights

Except as stated below, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the Contract.

A Client may enforce clauses 9, 10, 15, 16, 17, 18, 20, 25 and 26 to the extent those clauses expressly protect the Client. The Purchaser and the Supplier may vary or terminate the Contract without Client consent.

36.10 Further assurance

Each party shall execute documents and take reasonable steps necessary to give effect to the Contract.

36.11 Governing law and jurisdiction

The Contract and any non-contractual dispute arising from it are governed by the law of England and Wales.

The courts of England and Wales have exclusive jurisdiction.