

Terms and Conditions for the supply of Goods and Services

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

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

Client: Harrow Green Ltd registered in England and Wales with company number 01742531 or any of its subsidiary or group companies as set out in an Order.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.8.

Contract: the contract between the Client and the Supplier for the supply of Goods and/or Services in accordance with these Conditions and any Order.

Control: shall be defined as in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Client Materials: has the meaning set out in clause 5.3(i).

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

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

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

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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.

Mandatory Policies: the Client's business policies listed in Schedule 1 and any additional policies specified in an Order.

Order: the Client's order for the supply of Goods and/or Services, as set out in the Client's purchase order form or, in the absence of a purchase order, in the Client's written acceptance of the Supplier's quotation.

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

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

1.2 Interpretation:

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

Terms and Conditions for the supply of Goods and Services

2. Basis of contract

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

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

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the 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 trade, custom, practice or course of dealing.

2.4 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.

2.5 These Conditions apply on each occasion a Supplier supplies Goods and/or Services to the Client.

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods act 1979 for any purpose held out by the Supplier or made known to the Supplier by the Client, expressly or by implication, and in this respect the Client relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- (e) in the case of Goods supplied in the course of property maintenance and/or construction services, comply with the requirements of Schedule 2 of these terms and conditions.

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

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

3.4 If following such inspection or testing the Client considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Client shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

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

Terms and Conditions for the supply of Goods and Services

4. Delivery of Goods

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- (c) it states clearly on the delivery note any requirement for the Client 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; and
- (d) when requested by the Client, it will implement such technological processes (including, but not limited to, bar coding of Goods and/or packaging) as the Client may reasonably require.

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or, if no such date is specified, then within 7 days of the date of the Order;
- (b) instructed by the Client before delivery (**Delivery Location**); and
- (c) during the Client's normal hours of business on a Business Day or as instructed by the Client.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 Title and risk in the Goods shall pass to the Client on completion of delivery.

5. Supply of Services

5.1 The Supplier shall from the Commencement Date (or from the date set out in the Order if one is stated) and for the duration of the Contract supply the Services to the Client 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 the Client notifies to the Supplier and time is of the essence in relation to any of those performance dates.

Terms and Conditions for the supply of Goods and Services

5.3 In providing the Services, the Supplier shall:

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

5.4 Where the Supplier is providing services, which consist of property maintenance and/or construction works, the Supplier warrants and undertakes that it will comply with the provisions of Schedule 2 of these terms and conditions.

5.5 Where the Supplier is providing courier or similar/related services, the Supplier warrants and undertakes that it will comply with the provisions of Schedule 3 of these terms and conditions.

5.6 The supplier warrants that it will adhere to all government advice and best practise relating to the outbreak of any infectious diseases, in taking the necessary hygiene measures and other preventative precautions to minimise the risks that would put the safety and well-being of the client, the client's customers and your organisation in jeopardy.

6. Client remedies

6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Client shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Client in obtaining substitute goods and/or services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- (e) to claim damages for any additional costs, loss or expenses incurred by the Client which are in any way attributable to the Supplier's failure to meet such dates.

Terms and Conditions for the supply of Goods and Services

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Client shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the supplier
- (b) to reject the goods (in whole or part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Client in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Client arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, the Client shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) 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);
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Client in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Client arising from the Supplier's failure to comply with clause 5.3(d).

6.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6.5 The Client's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

7. Client's obligations

7.1 The Client shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Client's premises as is necessary for the
- (b) provide such necessary information as is reasonably required by the Supplier for the supply of the Goods and Services.

Terms and Conditions for the supply of Goods and Services

8. Charges and payment

8.1 The price for the Goods:

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

8.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Client, 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 (unless otherwise agreed in writing with the Client) invoice the Client on or at any time after completion of delivery. In respect of Services, the Supplier shall (unless otherwise agreed in writing with the Client) invoice the Client on completion of the Services. Each invoice shall include such supporting information required by the Client to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, the Client shall pay the invoiced amounts within 60 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client 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.

8.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Client to inspect such records at all reasonable times on request.

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 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%

8.8 The Client may at any time, without notice to the Supplier, set off any liability of the Supplier to the Client against any liability of the Client to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Client 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 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Client Materials) shall be owned by the Supplier.

9.2 The Supplier grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Client Materials) for the purpose of receiving and using the Services and the Deliverables.

9.3 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by the Client to the Supplier for the term of the Contract for the purpose of providing the Services to the Client.

9.4 All Client Materials are and shall remain the exclusive property of the Client.

Terms and Conditions for the supply of Goods and Services

10. Indemnity

10.1 The Supplier shall indemnify the Client indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of business, loss of business opportunity, loss of reputation, fines, expenses and costs (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Client arising out of or in connection with:

- (a) any claim made against the Client 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 Client Materials);
- (b) any claim made against the Client by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- (c) any claim made against the Client by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

10.2 This clause 10 shall survive termination of the Contract.

11. Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, employer's liability insurance, fully comprehensive motor insurance (for business use) and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Client's request, produce all insurance certificates giving details of cover.

12. Confidentiality

12.1 Each party undertakes that it shall not, at any time, disclose to any person any confidential information concerning business, affairs, assets, customers 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:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 12; and
- (b) 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 perform its obligations under the Contract.

13. Compliance with relevant laws and policies

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

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

13.2 The Supplier undertakes to comply with and complete (at its sole cost) such third party on-boarding and due diligence requirements (**Supplier Due Diligence**) as are required by the Client from time to time (both on or in advance of commencement and annually thereafter), whether such Supplier Due Diligence is conducted by the Client or via a third party appointed by the Client.

13.3 The Supplier warrants that it complies fully with its obligations under the Modern Slavery Act 2015. In particular, but without prejudice to the generality of the foregoing, the Supplier warrants:

- (a) it has taken all reasonable measures to prevent modern slavery and human trafficking in its supply chain;
- (b) it does not source goods or provide services that use modern slavery or human trafficking; and
- (c) it has an effective programme in place to ensure modern slavery and human trafficking do not occur in its operations and supply chain.

Terms and Conditions for the supply of Goods and Services

14. Data protection

14.1 This clause shall apply to the extent that the Supplier processes Personal Data in connection with the provision of Goods and/or Services under this Contract. The following definitions apply in this clause 14:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection
- (b) **Data Protection Legislation:** all applicable data
- (c) protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
- (d) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
- (e) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

14.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.3 The parties acknowledge that, for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor, except to the extent that the Personal Data being processed in connection with this Contract belongs to an end customer of the Client, in which case the Client is the Processor and the Supplier the sub-processor.

14.4 Without prejudice to the generality of clause 14.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.

Terms and Conditions for the supply of Goods and Services

14.5 Without prejudice to the generality of clause 14.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- (a) process that Personal Data only on the documented written instructions of the Client unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Client;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (e) the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (f) the Data Subject has enforceable rights and effective legal remedies;
 - (g) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (h) the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (i) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (j) notify the Client without undue delay on becoming aware of a Personal Data Breach;
- (k) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (l) maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

14.6 The Supplier shall not appoint any third party processor of Personal Data under the Contract without the Client's prior written consent.

Terms and Conditions for the supply of Goods and Services

15. Termination

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

- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of Control of the Supplier; or
 - (ii) the Supplier's financial position deteriorates to such an extent that in the Client's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (iii) the Supplier commits a breach of clause 13.1,
- (b) for convenience by giving the Supplier not less than one months' written notice.

15.2 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:

- (a) the other party commits a material breach of any term
- (b) of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) 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), 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; or
- (d) 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.

16. Consequences of termination

16.1 On termination of the Contract, the Supplier shall immediately deliver to the Client all Deliverables, whether or not then complete, and return all Client Materials. If the Supplier fails to do so, then the Client 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 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.

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

17. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for four weeks or more, the party not affected may terminate this agreement by giving seven days' written notice to the affected party.

Terms and Conditions for the supply of Goods and Services

18. General

18.1 Assignment and other dealings.

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

18.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case)
- (b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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; if sent by email, at 9.00 am on the next Business Day after transmission.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

Terms and Conditions for the supply of Goods and Services

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

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

18.5 **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.

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

18.7 **Third party rights.**

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

18.8 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

18.9 **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.

18.10 **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.

Terms and Conditions for the supply of Goods and Services

Schedule 1 - Mandatory Policies

The Mandatory Policies are:

- Supplier Code of Conduct.
- Anti-Bribery and Corruption Policy.
- Corporate Criminal Offence Policy.
- Speak Up Policy.
- Environment Policy.
- Equality, Diversity and Inclusion Policy.
- Dignity at Work Policy.

Terms and Conditions for the supply of Goods and Services

Schedule 2 - Property Maintenance and Construction Goods and Services

Harrow Green Ltd and its subsidiaries are committed to providing its employees, and those who have access to its premises, with a safe and clean working environment. Further, the nature of Harrow Green's business requires that all maintenance and construction work and goods/materials supplied to its premises are of the highest standard, with the greatest regard being given to health and safety issues and fire risk. Any Supplier providing property maintenance and/or construction services to Harrow Green or any of its group companies shall comply with the following specific conditions:

1.1 The Supplier warrants and undertakes to Harrow Green that it fully complies with, and implements all relevant provisions and requirements of, the following legislation and regulations: -

- (a) Construction (Design and Management) Regulations 2007; Control of Substances Hazardous to Health Regulations (COSHH) 2002;
- (b) Health and Safety at Work etc Act 1974;
- (c) Lifting Operations and Lifting Equipment Regulations (LOLER) 1998;
- (d) Management of Health and Safety at Work Regulations 1999;
- (e) Provision and use of Work Equipment Regulations (PUWER) 1998;
- (f) Work at Height Regulations 2005;
- (g) The Mines and Quarries Act 1954; and
- (h) The Mine Regulations 2014.

1.2 The Supplier will comply with all Building Regulations applicable to any work undertaken by it in performing any services. Without prejudice to the foregoing, the Supplier warrants and undertakes to Harrow Green that any Services performed by it will be carried out in accordance with the following statutory guides (or any amendment thereof):

- (a) Approved Document A (Structure)
- (b) Approved Document B (Fire Safety)
- (c) Approved Document C (Site preparation and resistance to contaminants and moisture)
- (d) Approved Document D (Toxic Substances)
- (e) Approved Document K (Protection from falling, collisions and impact)
- (f) Approved Document P (Electrical Safety)
- (g) Approved Document 7 (Material and workmanship)
- (h) Building Regulations and Fire Safety Procedural Guidance
- (i) The Regulatory Reform (Fire Safety) Order

1.3 The Supplier is required to conduct a health and safety risk assessment and a full fire risk assessment prior to commencing any work and shall provide a copy of such risk assessment (together with any appropriate recommendations) to Harrow Green.

1.4 The Supplier further warrants and undertakes to Harrow Green that all Goods and Services supplied to Harrow Green shall (without prejudice to the provisions of clause 3 of the terms and conditions of supply):

- (a) be compliant with all relevant Building Control standards and requirements, including, but not limited to, the Building Regulations and Fire Safety Procedural Guidance;
- (b) comply with British Standard EN 13501-1 (testing and measurement of combustibility of building materials);
- (c) comply in all respects with British Standard 476.

1.5 Where appropriate, the Supplier shall consider whether a fire engineered solution may be appropriate and shall recommend, as appropriate, whether additional safety measures (such as drop-down smoke curtains), sprinkler systems and fire shutters are appropriate or required.

1.6 In the event of the Supplier installing or maintaining a sprinkler system at any of Harrow Green's premises, the Supplier shall ensure that such system complies with BS 5306 – 2 and BS EN 12845.

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Schedule 3 - Courier and related services

The safe and efficient transportation of goods, documents and data is crucial to the business of Harrow Green. Accordingly, any Supplier providing such services to Harrow Green or any of its group companies shall comply with the following specific terms and conditions.

1. The Supplier:

- 1.1 warrants that its services will be provided with reasonable care and skill and in accordance with best industry practice;
- 1.2 will use best endeavours to procure that all collections and deliveries are made at the time agreed with Harrow Green;
- 1.3 shall ensure that all goods, documents and data transported are secured safely and are delivered in the condition they were collected;
- 1.4 shall ensure that any vehicles used to provide the service are secure, clean, roadworthy and fit for purpose and are properly insured on a comprehensive basis for full commercial and business use;
- 1.5 shall have suitable and sufficient insurance cover against all losses which may arise as a consequence of damage or loss to any goods, documents or data transported (including direct and indirect financial losses suffered by Harrow Green);

2. Where the Supplier engages the services of another carrier to provide or support the services it provides to Harrow Green; the Supplier shall remain primarily liable for the provision of the service and any losses arising therefrom.