

## PO – Goods and/or Services

- 1 DEFINITIONS AND INTERPRETATION**
- 1.1 **Additional Services** means any services in addition to the Services;
- 1.2 **Agreement** means these terms and conditions and the Purchase Order;
- 1.3 **Customer** means BWB Consulting Ltd with company number 05265863 whose registered office is at 5th Floor, Waterfront House Station Street, Nottingham, Notts, NG2 3DQ;
- 1.4 **Goods** means the goods set out in the Purchase Order;
- 1.5 **Purchase Order** means the Customer's purchase order which attaches or refers to this Agreement;
- 1.6 **Parties** means the Customer and the Supplier;
- 1.7 **Programme** means the programme for the performance of the Services and/or delivery of the Services as set out in the Purchase Order or as agreed by the Parties from time to time;
- 1.8 **Services** means the services set out in the Purchase Order;
- 1.9 **Specification** means the description or specification for the Goods and/or Services agreed in writing by the Customer and the Supplier; and
- 1.10 **Supplier** means the party to whom the Purchase Order is addressed.
- 2 SERVICES**
- 2.1 The Supplier shall carry out the Services upon the terms and conditions set out in this Agreement and to the Customer's reasonable satisfaction.
- 2.2 The Supplier shall exercise all due skill, care and diligence in performing the Services and any Additional Services.
- 2.3 The Supplier shall comply with all and any law, instrument, rule, order, article, regulation, permit or by-law ("**Law**") applicable to or which affects or might reasonably be expected to affect the Services and shall not in providing the Services cause or contribute to any breach of any Law by the Customer.
- 2.4 The Supplier shall comply with all reasonable standards of health and safety and comply with the Customer's health and safety procedures from time to time.
- 2.5 The Supplier shall provide to the Customer such further services as the Customer may reasonably request.
- 2.6 Where and to the extent that the supply of the Goods and/or Services is subject to the terms of a framework or other signed contract between the Customer and the Supplier, then the terms in the applicable framework/contract shall take precedence over this Agreement.
- 3 GOODS**
- 3.1 The Supplier shall ensure that the Goods shall:
- 3.1.1 correspond with their description and any applicable Goods Specification;
- 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- 3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods;
- 3.1.5 comply with any other requirements stated in the Purchase Order.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 4 DELIVERY OF GOODS**
- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the 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;
- 4.1.3 it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier; and
- 4.1.4 the Goods are properly insured in accordance with clause 13.1.4.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Purchase Order or otherwise instructed by the Customer, or if no such date is specified, then within a reasonable period following the date of the Purchase Order;
- 4.2.2 to the Customer's premises at the location as is set out in the Purchase Order or as instructed by the Customer before delivery (Delivery Location); and
- 4.2.3 during the Customer's normal hours of business, or as instructed by the Customer.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.
- 4.5 Title and risk in the Goods shall pass to the Customer on completion of delivery.
- 5 DURATION OF THIS AGREEMENT**
- 5.1 This Agreement shall commence from the date of the Purchase Order or from the date when the Supplier began to perform any of the Services or deliver any Goods, whichever is the earlier. Subject to clause 11 hereof, the obligations of the Parties shall continue until the Services have been completed and all obligations in respect of Goods and/or Services have been fulfilled.
- 6 PROGRAMME**
- 6.1 From the date of commencement of this Agreement the Supplier shall proceed regularly and diligently with the performance of the Services. The Supplier shall provide the Goods and/or Services in accordance with

- the Programme and (without prejudice to the foregoing) within a reasonable time.
- 6.2 Notwithstanding clause 6.1, the Customer may alter or vary the Programme and direct the Supplier to provide the Goods and/or Services (i) within such time as required by the Customer and/or (ii) in accordance with the Programme and/or Scope of Work (as so altered or varied).
- 7 ORGANISATION**
- 7.1 The Supplier shall employ the key personnel as agreed between the Customer and Supplier ("**the Key Personnel**") in the performance of the Services (save in the case of ill health, death or if such personnel leave the employment of the Supplier).
- 7.2 Save as set out in clause 7.1 hereof, the Supplier shall obtain the prior written approval of the Customer before any change is made in the Key Personnel, such approval not to be unreasonably withheld or delayed.
- 7.3 The Supplier shall if instructed by the Customer remove any of the Supplier's personnel from the performance of the Services (such instruction not to be given unreasonably) and replace them with a person approved by the Customer (such approval not to be unreasonably withheld or delayed).
- 7.4 For the implementation of the Services the Supplier has appointed a representative ("**the Supplier Representative**") who has the Supplier's full authority in respect of all matters connected with this Agreement. The Supplier Representative is such individual as agreed between the Customer and the Supplier. The Supplier Representative shall not be changed without the prior written approval of the Customer, such approval not to be unreasonably withheld or delayed.
- 7.5 The Supplier shall comply with all instructions and directions in relation to the Goods, Services and/or this Agreement issued to him by the Customer.
- 8 ASSIGNMENT**
- 8.1 The Supplier shall not sell assign charge sub-contract or in any other way deal with the whole or any part of its obligations or rights arising under this Agreement without first obtaining the written consent of the Customer. The Customer may sell assign charge sub-contract or in any other way transfer the whole or any part of its obligations or rights arising under this Agreement to any third party without the consent of the Supplier.
- 9 PAYMENT AND EXPENSES**
- 9.1 The Supplier shall be entitled to be paid for the Goods and/or Services in accordance with the provisions set out herein and in the Purchase Order or as may be agreed in writing with the Customer from time to time.
- 9.2 The Supplier shall invoice the Customer following completion of the Services or delivery of the Goods (as applicable) or at the dates or in the instalments as may be agreed between the Customer and the Supplier and in no shorter than monthly intervals. Each invoice shall specify the sum that the Supplier considers to be due at the payment due date and the basis on which that sum has been calculated together with any other information required by the Customer.
- 9.3 Payments under this Agreement shall become due for payment on receipt of the Supplier's invoice and the Customer shall pay the sum specified in the Supplier's invoice or if less, the sum in the notice given by the Customer under clause 9.6, on or before the final date for payment which shall be 60 days after the payment due date. Interest shall be paid on all amounts remaining unpaid thereafter at the rate of 2% over the base rate of the Bank of England current at the date the relevant payment becomes overdue.
- 9.4 The payments specified in the Purchase Order are exclusive of VAT but inclusive of any other tax duty levy or imposition. Following the submission of a valid VAT invoice by the Supplier the Customer shall pay the Supplier any VAT due at the rate and in the manner prescribed by law.
- 9.5 If the Customer instructs the Supplier to perform any Additional Services the Parties shall endeavour to agree a specific lump sum fee prior to such Additional Services being performed. The Supplier shall not be entitled to any payment for Additional Services unless (i) the Additional Services were not foreseeable at the date of this Agreement and (ii) prior to the Additional Services being performed, (a) the Supplier shall have received a written instruction from the Customer to perform such Additional Services and (b) the lump sum fee for performing such Additional Services was agreed. The Supplier shall invoice the Customer for the agreed lump sum fee in accordance with the provisions of clause 9.2 after the Additional Services have been properly, effectively and efficiently performed and at such times as may be agreed in writing with the Customer from time to time and the provisions of clause 9.3 shall then apply.
- 9.6 If the Customer intends to pay less than the sum specified in the Supplier's invoice the Customer may give to the Supplier a notice of its intention to do so specifying the sum of the Customer considers to be due on the date the notice is served and the basis on which that sum is calculated not later than two days before the final date for payment ascertained in accordance with clause 9.3 but not before the payment due date.
- 9.7 The Customer may set off or deduct from any monies payable to the Supplier under this Agreement any monies due or in the reasonable opinion of the Customer likely to become due to the Customer under this Agreement or any other contract with the Supplier.
- 10 INDEMNITY**
- 10.1 The Supplier shall indemnify, defend and hold harmless the Customer from any and all costs (including without limitation legal costs on an indemnity basis), losses or expenses arising out of or in connection with any act, omission or negligence of the Supplier in respect of the Goods and/or Services and/or the Supplier's obligations under this Agreement.
- 11 TERMINATION**
- 11.1 The Customer shall be entitled by notice in writing forthwith to terminate this Agreement.
- 11.2 The Customer shall be entitled by notice in writing forthwith to terminate this Agreement if the Supplier shall:
- 11.2.1 commit a breach of any of its obligations hereunder;
- 11.2.2 have a receiver or administrative receiver appointed over any or all of its assets, enter administration or shall resolve to enter into or be placed in liquidation (other than for the purposes of a reconstruction); or
- 11.2.3 fail to maintain any policy or policies of insurance in accordance with the provisions of clause 13 hereof.
- 11.3 On termination of this Agreement (howsoever arising) the Customer shall not be liable to the Supplier for any loss, damage or injury which he may suffer as a result of termination.
- 11.4 On termination the Customer shall pay the Supplier all monies accrued due to the Supplier in accordance with clause 9.3 up to the date of termination following submission of the Supplier's invoice for the same, save that i) following termination under clause 11.2.2 no sums shall be due or payable to the Supplier; and ii) following termination under clauses 11.2.1 or 11.2.3 and/or 16.2 the Customer shall be entitled to recover from the Supplier (in addition to any other sums recoverable under this Agreement) all reasonably foreseeable losses, costs and expenses incurred by the Customer arising directly out of such termination and to the extent that the total of the Customer's entitlement and any sums recoverable by the Customer following termination exceeds any monies which would otherwise be due to the Supplier, no sum shall be due

- to the Supplier and the surplus shall be payable to the Customer as a debt.
- 11.5 Termination of this Agreement howsoever arising shall be without prejudice to the rights and remedies of either Party in respect of any antecedent breaches. After termination the provisions of this Agreement shall continue to bind each Party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.
- 12 INTELLECTUAL PROPERTY RIGHTS**
- 12.1 In this Agreement "**Intellectual Property Rights**" means any patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks 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, database rights, 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.
- 12.2 The Intellectual Property Rights in any documents produced or provided by or on behalf of the Supplier in connection with this Agreement shall vest in the Customer and the Customer shall be entitled to use such Intellectual Property Rights for any purpose (including without limitation for its own commercial interests), provided that the Supplier shall have a licence to copy and use such Intellectual Property Rights to the extent necessary for the performance of the Services and/or manufacture and delivery of the Goods but not for any other purpose.
- 12.3 The Supplier shall do all such things and obtain such rights from third parties as may be required to give effect to clause 12.2 and shall indemnify, defend and hold harmless the Customer from any and all costs (including without limitation legal costs on an indemnity basis) and losses, arising out of or in connection with any claim against the Customer in relation to the Customer's use of the Intellectual Property Rights produced or provided by or on behalf of the Supplier in connection with this Agreement.
- 13 INSURANCE**
- 13.1 The Supplier shall maintain:
- 13.1.1 professional indemnity insurance without any unusual exclusions and/or onerous excesses for at least £2,000,000 for any one claim or series of claims arising from the same originating or underlying cause during the performance of the Services and for the period of years specified in the Purchase Order hereto from completion of the Services; and
- 13.1.2 public liability insurance in respect of any liability for personal injury or death of any person or injury or damage to any property arising out of or in connection with the Goods and/or Services caused or contributed to by the Supplier its employees agents or sub-contractors from the date of this Agreement until the completion of delivery and/or the Services for at least £2,000,000 for any one claim or series of claims arising from the same originating or underlying cause, and
- 13.1.3 employer's liability insurance at the level required under the applicable Laws; and
- 13.1.4 insure any Goods to their full replacement value up until the later of delivery and receipt of payment by the Supplier.
- The Supplier shall immediately inform the Customer if it no longer maintains such insurances. As and when reasonably requested to do so by the Customer the Supplier shall produce for inspection documentary evidence that such insurance is being maintained.
- 14 CONFIDENTIALITY**
- 14.1 The Supplier shall not and shall procure that its employees shall not disclose to any third party or exploit in any way any confidential information concerning this Agreement, the Goods and/or Services or the business of the Customer (including but not limited to any information that is confidential or commercially sensitive relating to the Customer's practice, affairs, customers, Suppliers, operations, processes, know-how, design, intellectual property, trade secrets or software) which may come to its knowledge as a result of the provision of the Goods and/or Services. The obligation contained in this clause shall endure even after termination of this Agreement without limit in time except and until any confidential information enters the public domain other than through the default of the Supplier.
- 15 THIRD PARTY RIGHTS AND STATUS**
- 15.1 This Agreement does not confer or purport to confer on any third party any benefit or right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.2 The relationship of the Supplier to the Customer will be that of independent contractor and nothing in this agreement shall render the Supplier an employee, worker, agent or partner of the Customer and the Supplier shall not hold himself out as such.
- 16 COMPLIANCE**
- 16.1 The Supplier shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "**Act**") and shall not engage in any activity, practice or conduct which would constitute an offence under section 1, 2 and 6 of the Act. The Supplier shall have and maintain policies and procedures to ensure compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and will enforce them where appropriate.
- 16.2 The Customer shall be entitled to notify any and all authorities dealing with anti-corruption and/or anti-bribery in the event of a breach or suspected breach of this provision and/or all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Act. The Customer may terminate this Agreement immediately upon written notice to the Supplier where the Customer determines in good faith that the Supplier has breached or is likely to breach this provision, and the Supplier shall indemnify the Customer from any claims, suits, investigations, penalties and fines of any kind arising from any breach of clause 16.1.
- 16.3 In performing its obligations under this Agreement, the Supplier shall comply with and shall not cause the Customer to breach all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including without limitation the Modern Slavery Act 2015.
- 17 DISPUTE RESOLUTION AND APPLICABLE LAW**
- 17.1 The Parties hereto submit to the jurisdiction of the courts of England.
- 17.2 This agreement and any dispute or claim arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the laws of England.