

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Business Day means (i) where the Customer is registered in England and Wales, a day (other than a Saturday, Sunday or a public holiday in England) when banks in London are open for business, and (ii) where the Customer is registered in Scotland, a day (other than a Saturday, Sunday or a public holiday in Scotland) when banks in Edinburgh are open for business;

Commencement Date has the meaning set out in **clause 2.2**;

Conditions means these terms and conditions as amended from time to time in accordance with clause 20.5;

Contract means the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;

Customer means the specified member of the Heathrow Companies that places the Purchase Order;

Data Processing Agreement means an agreement between the parties which incorporates the requirements set out in the Data Protection Legislation;

Data Protection Legislation means (i) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of personal data, privacy and/or electronic communications in force from time to time to which a Party is subject, including the Data Protection Act 2018 and the UK GDPR as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (ii) any code of practice or guidance published by the Information Commissioner's Office from time to time;

Deliverables means all Documents, products, goods and/or materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

Delivery Date means the date or dates for delivery of the Goods or performance of the Services, as applicable, as stated in the Purchase Order (if any);

Document includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form (including any electronic form);

Goods means the goods (or any part of them) described in the Purchase Order;

Good Industry Practice means the degree of skill, prudence, care, diligence and foresight that would be reasonably and ordinarily expected from a skilled and experienced supplier providing products and services of the same (or materially similar) nature as the Services;

Heathrow Companies means Heathrow Airport Holdings Limited and its subsidiaries and holding companies and their subsidiaries from time to time (as **holding company** and **subsidiary** are defined in section 1159 of the Companies Act 2006);

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights

in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Losses means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, penalties, interest, legal and other professional fees and expenses;

Modern Slavery Legislation means all applicable laws, statutes and regulations relating to modern slavery, including but not limited to the Modern Slavery Act 2015;

Purchase Order means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form;

Services means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract;

Specification means the specification for the Goods and/or Services notified by the Customer to the Supplier (if any);

Supplier means the person, firm or other entity from whom the Customer purchases the Goods and/or Services as specified in the Purchase Order;

Supplier Personnel means all personnel or sub-contractors engaged by or on behalf of the Supplier to provide the Products and Services (whether employed directly, supplied by an agency, engaged by any sub-contractor to the Supplier or otherwise);

UK GDPR means the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; and

Zero Hour Contract means a contract of employment which does not guarantee the employee any hours of work.

1.2 In these Conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes (unless otherwise excluded in these Conditions) its personal representative, successors or permitted assigns, employees or agents;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted, and includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted; and

1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. **BASIS OF CONTRACT**

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

2.2 Unless otherwise agreed by the Customer in writing, the Purchase Order shall be deemed to be accepted by the Supplier on the earlier of:

- 2.2.1 the Supplier issuing written acceptance of the Purchase Order; or
- 2.2.2 any act by the Supplier consistent with commencing work in connection with the Purchase Order,

at which point and on which date the Contract shall come into existence (“**Commencement Date**”) and the Contract shall continue until the obligations of the parties are fulfilled unless the Contract has been terminated in accordance with these Conditions.

- 2.3 Subject to **clause 2.5** and **20.5** below, 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 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 If an alternative contract has been signed between the Supplier and the Customer for the supply of the Goods and/or Services (whether or not such contract is referenced in the Purchase Order), the terms of such contract shall apply instead of these Conditions.
- 2.6 In the provision of the Goods and/or Services, the Supplier shall at all times comply with all applicable laws and regulatory requirements. Furthermore, the Supplier shall comply with all applicable rules and regulations that apply at the Customer’s premises, including those relating to security, health and safety and operations and any applicable airport byelaws. The Supplier is not permitted to drive any vehicle in an airside area.
- 2.7 The Supplier warrants that it has in place (and shall ensure that its employees adhere to) its own policies which are not in any material respect less stringent than the Heathrow Professional Conduct Policy and the Heathrow Whistle-Blowing Policy, which the Supplier acknowledges it has received. To the extent that the Supplier does not have such policies in place, it shall adhere to (and shall ensure its employees adhere to) the aforementioned Heathrow policies.

3. **SUPPLY OF GOODS**

- 3.1 The Supplier shall ensure that the Goods:
 - 3.1.1 correspond with their description and any applicable Specification;
 - 3.1.2 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier’s skill and judgment and
 - 3.1.3 where applicable, are free from defects in design, materials and workmanship and remain so for 24 months after delivery.
- 3.2 The Customer shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier’s undertakings under clause 3.1, the Customer shall inform the Supplier, and the Supplier shall immediately take such remedial action as is necessary to ensure compliance (which is subject to the Customer’s approval).

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 ultimate destination following delivery in good condition;

- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.1.3 if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
 - 4.2.1 on the Delivery Date or, if no such date is specified, then within 14 days of the date of the Purchase Order;
 - 4.2.2 to the Customer's premises at the location set out in the Purchase Order or as instructed by the Customer before delivery (the "**Delivery Location**"); and
 - 4.2.3 during the Customer's normal hours of business on a Business Day, 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 to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect or damage in an instalment shall entitle the Customer to the remedies set out in **clause 6**.

5. **SUPPLY OF SERVICES**

- 5.1 The Supplier shall, from the Commencement Date (or other date set out in the Purchase Order) and for the duration of the Contract, provide the Services to the Customer in accordance with the terms of the Contract and shall:
 - 5.1.1 meet any Delivery Date(s) for the Services;
 - 5.1.2 cooperate with the Customer and comply with all instructions of the Customer in all matters relating to the Services;
 - 5.1.3 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.1.4 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to fulfil the Contract;
 - 5.1.5 ensure that the Services and Deliverables will conform with the Specification in its entirety, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
 - 5.1.6 provide all equipment, tools and such other items as are required to provide the Services;
 - 5.1.7 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
 - 5.1.8 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (the "**Customer Materials**", being the exclusive property of the

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

5.1.9 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

5.2 If the Supplier requires any security pass issued by the Customer (or its agent) to perform the Services and provided that the necessary security and background checks have been passed by the Supplier, the Supplier shall pay the Customer a fee of £250 per security pass to cover administrative costs. This fee shall apply to both new and replacement passes unless otherwise agreed in writing by the Customer.

6. CUSTOMER REMEDIES

6.1 If the Supplier:

6.1.1 fails to deliver the Goods and/or perform the Services (whether by the Delivery Date or at all); or

6.1.2 has delivered Goods or performed Services that do not comply with the undertakings set out in **clause 3.1** or **5.1** (respectively), whether or not the Customer has accepted the Goods, then, without limiting its other rights or remedies, the Customer shall have the right:

- (a) to terminate the Contract (in whole or part) 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) where the Customer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered (including if refused by the Customer) by the Supplier, to have such sums refunded by the Supplier;
- (d) to recover and/or claim damages for any Losses incurred by the Customer which are in any way attributable to the Supplier's breach (as specified under 6.1.1 or 6.1.2 above), including costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
- (e) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; and
- (f) to require the Supplier, at the Customer's option, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid).

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

7. CHARGES AND PAYMENT

7.1 The price for the Goods:

7.1.1 shall be the price set out in the Purchase Order; and

- 7.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 7.2 The charges for the Services shall be set out in the Purchase Order and shall be the exclusive remuneration of the Supplier in respect of the performance of the Services unless otherwise agreed in writing by the Customer.
- 7.3 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery of all Goods unless otherwise agreed in writing. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order number.
- 7.4 For the purposes of **clause 7.3**, the Supplier shall submit invoices to the Customer via the electronic invoicing system of choice as the Customer may direct from time to time (which system may be administered by a third party). Invoices submitted under the Purchasing System must accurately reflect and be correctly aligned to the relevant details set out in the Purchase Order (including in relation to quantity, unit price and amount). Failure to do so may result in such invoice not being due and payable by the Customer.
- 7.5 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the receipt by the Customer of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 7.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax (“**VAT**”) chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer 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.
- 7.7 If the Customer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 3 per cent (3%) per annum above the base rate for the time being of Barclays Bank Plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Customer disputes in good faith.
- 7.8 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 Customer to inspect such records at all reasonable times on request.
- 7.9 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part. The Customer may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Customer to the Supplier.

8. **INTELLECTUAL PROPERTY RIGHTS AND TITLE**

- 8.1 In respect of the Goods and any goods and materials that are transferred to the Customer as part of the Services under the Contract (including without limitation the Deliverables or any part of them), the Supplier warrants that it has full clear and unencumbered title to all such items at the date of delivery.
- 8.2 Upon delivery in accordance with **clause 4.3**, title and risk in the Goods shall pass to the Customer.
- 8.3 On delivery, the Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables to the extent they have been developed

specifically for this Contract. The Supplier shall obtain waivers of all moral rights in the products of the Services, including the Deliverables, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

8.4 The Supplier shall promptly do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with **clause 8.3**.

9. **DATA PROTECTION**

9.1 To the extent that the Supplier processes any Personal Data and Sensitive Personal Data (each as defined in the Data Protection Legislation) as part of the Services or as contained within the confidential information as a Data Controller (as defined in the Data Protection Legislation) in its own right, the Supplier shall comply with the Data Protection Legislation.

9.2 The Supplier shall not, by its acts or omissions, cause the Customer to breach its obligations under the Data Protection Legislation.

9.3 To the extent the Supplier processes any Personal Data (including Sensitive Personal Data) as part of the Services on behalf of the Customer, the Supplier shall promptly enter into a Data Processing Agreement with the Customer.

9.4 The Supplier may not process any Personal Data outside the EEA.

9.5 The Supplier shall:

9.5.1 indemnify the Customer against all Losses which the Customer may incur or suffer in connection with a breach of the Supplier's obligations under this **clause 9**;

9.5.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Applicable Law (and subject to the Customer's consent), and shall inform the Customer immediately if it considers in its opinion any of the Customer's instructions infringes Data Protection Legislation;

9.5.3 assist the Customer, where necessary, and provide such information requested by the Customer in order to comply with its obligations under the Data Protection Legislation, including but not limited to:

(a) the completion of data impact assessments relating to the Processing of Personal Data under these Conditions; and

(b) all information necessary to demonstrate compliance with the Supplier's locations as set out in these Conditions; and

9.5.4 implement appropriate technical and organisation security measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure and notify the Customer of a suspected or actual Personal Data Breach (as defined in the Data Protection Legislation) without undue delay and in any event within twenty-four (24) hours of becoming aware.

10. **ANTI-BRIBERY**

10.1 The Supplier shall not and shall procure that the Supplier Personnel shall not solicit or accept any gratuities, or offer, give or agree to give to any employee, contractor, agent or representative of the

Customer any gift or consideration of any kind which could act as an inducement or reward for doing (or refraining from doing) any act in relation to this agreement.

- 10.2 The Supplier shall take all reasonable steps (in accordance with Good Industry Practice) to prevent fraud or bribery by the Supplier Personnel in the performance of this Agreement.
- 10.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the Customer or any person employed by or on behalf of the Customer in connection with this agreement.
- 10.4 The Supplier shall:
- 10.4.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (the “**Anti-Bribery Requirements**”);
 - 10.4.2 have and maintain in place (and shall ensure that its employees adhere to) throughout the term of this Contract its own policies and procedures (including adequate procedures under the Bribery Act 2010) which are not in any material respects less stringent than the Heathrow Professional Conduct Policy and the Heathrow Whistle-Blowing Policy (as made available by the Customer from time to time) to ensure compliance with the Anti-Bribery Requirements. To the extent that the Supplier does not have such policy in place, it shall adhere to (and shall ensure its personnel adhere to) the aforementioned Heathrow policies;
 - 10.4.3 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
 - 10.4.4 immediately notify the Customer in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract); and
 - 10.4.5 on the Customer’s request, certify in writing compliance with this clause 10 by the Supplier and all persons associated with it. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 10.5 The Supplier shall ensure that any person associated with it (including its personnel) who is performing Services is bound by terms equivalent to those imposed on you in this **clause 10**. The Supplier shall be responsible for the observance and performance and shall be directly liable to the Customer for any breach, by such person of such terms.

11. **MODERN SLAVERY**

- 11.1 The Supplier shall:
- 11.1.1 comply with the Modern Slavery Legislation;
 - 11.1.2 have and maintain in place (and ensure that its employees adhere to) throughout the term of the Contract its own policies and procedures (including adequate procedures under the Modern Slavery Act 2015) which are not in any material respects less stringent than Heathrow’s Modern Slavery Policy (as made available to the Supplier from time to time) to ensure compliance with the Modern Slavery Requirements. To the extent that the Supplier does not have such policies in place, the Supplier shall adhere to (and shall ensure its employees adhere to) the aforementioned Heathrow policy); and
 - 11.1.3 on the Customer’s request, certify in writing their compliance with this **clause 11** and provide such supporting evidence of compliance as the Customer may reasonably require.

- 11.2 The Supplier shall warrant and represent to the Customer on a continuing basis that:
- 11.2.1 neither it or its personnel have committed an offence under the Modern Slavery Legislation (a “**MSA Offence**”), has been notified of an alleged MSA Offence by its personnel or is aware of any circumstances within its supply chain that may give rise to an MSA Offence;
 - 11.2.2 it shall comply with the Modern Slavery Legislation; and
 - 11.2.3 it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that any personnel have breached or potentially breached any of its obligations under this **clause 11**. Such notice shall set out full details of the circumstances concerning the breach or potential breach of such obligations.
- 11.3 The Supplier shall ensure that any personnel (including any subcontractors) who are performing the Services are bound by terms equivalent to those imposed on the Supplier in this **clause 11**. The Supplier shall be responsible for the observance and performance of this **clause 11** and shall be directly liable to the Customer for any breach, by such personnel of such terms.
- 11.4 The Supplier shall conduct a programme of regular training for personnel to ensure such compliance with the Modern Slavery Legislation and shall keep a record of such training completed.
12. **IR35 COMPLIANCE (CONTRACTED-OUT SERVICES)**
- 12.1 In this **clause 12.1**:
- Intermediary** means an intermediary as defined in Regulation 5 of the Social Security Contributions (Intermediaries) Regulations 2000 and Chapters 8 and 10 of Part 2 of the ITEPA;
- ITEPA** means the Income Tax (Earnings and Pensions) Act 2003; and
- Off-Payroll Working Rules** means the rules relating to workers who provide services and receive payments via Intermediaries, as set out in the Social Security Contributions (Intermediaries) Regulations 2000, Chapters 8 and 10 of Part 2 of the ITEPA and any amending or ancillary legislation.
- 12.2 The parties hereby confirm that the Services are to be provided in a fully contracted-out manner and that any individual member of Supplier Personnel involved in the provision of the Services who is not an employee or partner of the Supplier shall be providing services to the Supplier and the Supplier shall be solely responsible for managing the individual’s assignment. Consequently, the Supplier shall be the client for the purposes of the Off-Payroll Working Rules and shall be responsible for assessing the tax status of such individuals and preparing a status determination statement in accordance with the requirements of section 61NA ITEPA (the “**Status Determination Statement**”).
- 12.3 The Supplier shall warrant and represent to the Customer on a continuing basis that it is not itself engaged through an Intermediary within the meaning of the Off-Payroll Working Rules.
- 12.4 The Supplier shall, in case of an individual member of Supplier Personnel who is engaged through an Intermediary (a “**Limited Company Contractor**”):
- 12.4.1 assess the Limited Company Contractor’s tax status and issue a Status Determination Statement to the relevant parties in the contractual chain, as required by law and provide such Status Determination Statement to the Customer for information purposes on request;
 - 12.4.2 where the Status Determination Statement issued by the Supplier determines that the Off-Payroll Working Rules apply to a Limited Company Contractor, ensure that applicable deductions of income tax and National Insurance contributions (or other withholdings required by law) are applied to any payments made to the Limited Company Contractor’s Intermediary and payments of employer National Insurance contributions and

Apprenticeship Levy in respect of such payment are made by the applicable fee-payer for purposes of section 61N ITEPA, as required by law; and

12.4.3 promptly inform the Customer of any material change to any information or documentation previously provided in compliance with this clause and promptly provide any other information or documentation that it considers (or ought to reasonably consider) to be materially relevant to determining whether the Supplier is the client for the purposes of the Off-Payroll Working Rules.

12.5 The Customer reserves the right to amend the terms of these Conditions if it determines that the provisions of **clause 12.2** no longer apply, and that the Customer shall be treated as the client for the purposes of the Off-Payroll Working Rules.

12.6 The Supplier shall be fully responsible for and shall indemnify the Customer for and in respect of the following:

12.6.1 any income tax, National Insurance and Apprenticeship Levy and any other liability, deduction, contribution, assessment or claim arising from a determination that the Off-Payroll Working Rules apply to a Limited Company Contractor engaged by the Supplier in the provision of the Services (together with any associated interest and penalties); and

12.6.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Limited Company Contractor against the Customer arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Customer.

12.7 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 themselves out as such.

13. **INDEMNITY**

13.1 The Supplier shall indemnify and keep indemnified the Customer in full against all Losses awarded against or incurred or paid by the Customer as a result of or in connection with:

13.1.1 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, the Services or defects in Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

13.1.2 any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors (including any breach of the Data Protection Requirements as set out in **clause 9**); and

13.1.3 any claim made against the Customer 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.

14. **ANTI-FACILITATION OF TAX EVASION**

14.1 The Supplier represents, warrants and undertakes that:

14.1.1 it shall not engage in any activity, practice or conduct which would constitute:

(a) a UK tax evasion offence or a UK tax evasion facilitation offence; or

- (b) a foreign tax evasion offence or a foreign tax evasion facilitation offence;
- 14.1.2 it shall have and maintain in place throughout the Term of these Conditions reasonable policies and procedures to:
 - (a) prevent any employees, agents or other persons who perform services for it or on its behalf (including without limitation the Supplier Personnel) from undertaking any activities which would facilitate or otherwise result in another person committing tax evasion; and
 - (b) ensure compliance with **clause 14.1.1**.
- 14.1.3 it shall promptly report to the Customer:
 - (a) any request or demand from a third party, in connection with the performance of these Conditions, to engage in any activity, practice or conduct which would breach **clause 14.1.1**; and
 - (b) any apparent breach of **clause 14.1.1**; and
- 14.1.4 neither it nor any of its officers has been the subject of legal proceedings or regulatory action relating to tax evasion or the facilitation of tax evasion (whether actual or alleged).
- 14.2 The Supplier shall ensure that any person associated with the Supplier who is performing Services or providing goods in connection with these Conditions does so only on the basis of a written contract, which imposes on and secures from such person terms equivalent to those imposed on the Supplier in clause 14.1 (the “**Relevant Terms**”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 14.3 The Supplier shall:
 - 14.3.1 answer, in reasonable detail, any written or oral inquiry from the Customer related to the Supplier’s compliance with this **clause 14**;
 - 14.3.2 facilitate the interview of staff employed by the Supplier or any agent of the Supplier at any reasonable time specified by the Customer related to the Supplier’s compliance with **clause 14**; and
 - 14.3.3 cooperate with the Customer and/or any regulator or public authorities in relation to any investigation relating to the matters referred to in this **clause 14**.
- 14.4 The Customer may terminate these Conditions, without liability, upon written notice to the Supplier at any time following a breach of **clause 14.1** or a material breach of **clause 14.2** or **14.3** by the Supplier.
- 14.5 For the purposes of **clause 14.1.2**, whether or not any policies or procedures are ‘reasonable’ shall be determined having regard to any guidance issued under section 47 of the Criminal Finances Act 2017, and for the purposes of **clause 14.2**, a person associated with the Supplier includes, but is not limited to, any employee, agent or subcontractor of the Supplier.
- 14.6 In this **clause 14**, the terms “**conduct**”, “**UK tax evasion offence**”, “**UK tax evasion facilitation offence**”, “**foreign tax evasion offence**” and “**foreign tax evasion facilitation offence**” shall be construed in accordance with Part 3 of the Criminal Finances Act 2017.

15. **INSURANCE**

- 15.1 Unless otherwise agreed in writing with the Customer, the Supplier shall maintain in force for the duration of the Contract the following insurance:

- 15.1.1 a third party liability policy with an indemnity limit of at least £10,000,000 for any one occurrence or series of occurrences arising from any one event;
- 15.1.2 in respect of the supply of Goods, a product liability policy with an indemnity limit of at least £10,000,000 for any one occurrence or series of occurrences arising from any one event and in the aggregate in any one year;
- 15.1.3 in respect of the supply of Services, a professional indemnity policy with an indemnity limit of at least £5,000,000 for any one occurrence or series of occurrences arising from any one event and in the aggregate in any one year;
- 15.1.4 if the Supplier needs airside vehicular access, a vehicle airside liability policy with an indemnity limit of at least £50,000,000 for any one occurrence or series of occurrences arising from any one event and with a sub-limit of at least US\$50,000,000 for liability for war and terrorism risks, or such other limit as may be agreed in writing by an authorised signatory of the Customer from time to time;
- 15.1.5 if the Supplier is working airside, a general airside liability policy with an indemnity limit of £50,000,000 for any one occurrence or series of occurrences arising from any one event and with a sub-limit of \$50,000,000 for liability for war and terrorism risks, to be maintained for the duration of this Agreement or such other limit as may be agreed in writing by an authorised signatory of the Customer from time to time; and
- 15.1.6 if required, a cyber policy with an indemnity limit of £10,000,000 for any once occurrence or series of occurrences arising from any one event to be maintained for the duration of this Agreement, or such other limit as may be agreed in writing by an authorised signatory of the Customer from time to time.

15.2 The Supplier shall, on the request of the Customer, provide the Customer with documentary evidence of insurance cover relating to the policies referred to in **clause 14.1** and proof of up-to-date payment of the premiums for such insurance.

16. **CONFIDENTIALITY**

A party (the “**Receiving Party**”) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, business plans, commercial arrangements or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (the “**Disclosing Party**”), its employees, agents, professional advisors or subcontractors, and any other confidential information concerning the Disclosing Party’s business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents, professional advisors or subcontractors as need to know it for the purpose of discharging the Receiving Party’s obligations under the Contract, and shall ensure that such employees, agents, professional advisors or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This **clause 16** shall survive termination of the Contract.

17. **TERMINATION**

17.1 Without limiting its other rights or remedies, the Customer may terminate the Contract in part or in whole with immediate effect by giving written notice to the Supplier if:

- 17.1.1 the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing of the breach;
- 17.1.2 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed

unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 17.1.3 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 17.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company);
 - 17.1.5 the Supplier (being an individual) is the subject of a bankruptcy petition order;
 - 17.1.6 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
 - 17.1.7 an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the Supplier (being a company);
 - 17.1.8 a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 17.1.9 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
 - 17.1.10 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in **clause 17.1.1 to clause 17.1.9** (inclusive);
 - 17.1.11 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
 - 17.1.12 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 17.2 For the avoidance of doubt, a breach of **clause 17** by the Supplier shall be deemed to be a material breach of this Contract incapable of remedy and shall entitle the Customer to terminate this Contract in accordance with **clause 17.1**.
- 17.3 Without limiting its other rights or remedies, the Customer may terminate the Contract in part or in whole:
- 17.3.1 in respect of the supply of Services, by giving the Supplier two (2) weeks' written notice; and
 - 17.3.2 in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case the Customer shall pay the Supplier for all Goods delivered up to the point of termination.

18. **CONSEQUENCES OF TERMINATION**

On termination of the Contract or any part of it for any reason:

- 18.1 where the Services are terminated, the Supplier shall immediately deliver to the Customer all Deliverables, whether or not then complete, and return all the Customer Materials. If the Supplier fails to do so, then the Customer may without limiting its other rights or remedies 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 this Contract;
- 18.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- 18.3 clauses which expressly or by implication have effect after termination (including **clauses 14, 15, 16 and 19.9**) shall continue in full force and effect.

19. **LONDON LIVING WAGE**

- 19.1 The Supplier shall ensure that's its Supplier Personnel working two (2) or more hours a day for eight (8) or more consecutive weeks at premises owned or occupied by the Customer:

19.1.1 in London (for the purposes of this **clause 19.1** being Great London which at the date of these Conditions includes 32 London boroughs and the City of London) shall be paid the London Living Wage on a continuing basis; and

19.1.2 outside London but in the United Kingdom shall be paid the Living Wage on a continuing basis,

in accordance with the per hour rate calculated annually by the Resolution Foundation and overseen by the Living Wage Commission, based on the best available evidence about living standards in London and the UK (as published on www.livingwage.org.uk), or as otherwise notified by the Customer to the Supplier from time to time). A breach of this **clause 19.1** will be considered a material breach under **clause 17**) which will not be capable of remedy.

- 19.2 Subject to **clause 19.1**, the Supplier shall ensure that from the Commencement Date none of its Supplier Personnel are employed through a Zero Hour Contract at any time during the term of these Conditions.
- 19.3 To the extent that any Supplier Personnel have been employed on a Zero Hour Contract prior to the Commencement Date, the Supplier shall use nest endeavours to ensure that such Supplier Personnel are transferred onto an alternative contract of employment.

20. **GENERAL**

- 20.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
- 20.2 The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 20.3 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or sent by fax or email.
- 20.4 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9am on the second Business Day after posting or, if delivered by commercial courier, on the date

and at the time that the courier's delivery receipt is signed or, if sent by fax, on the next Business Day after transmission or, if sent by email, when the sender receives a non-automated reply email confirming delivery. This clause shall not apply to the service of any proceedings or other documents in any legal action.

- 20.5 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer.
- 20.6 The Customer's rights under the Contract are cumulative and shall be in addition to its rights and remedies implied by statute and common law.
- 20.7 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to minimum the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 20.8 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 20.9 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.