

## **Appendix B**

### **STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES**

**The London Oratory School of Seagrove Road, London SW6 1RX (“we” or “us”)**

#### **1. DEFINITIONS AND INTERPRETATION**

In these Conditions:

1.1 the following words and expressions have the following meanings:

<b>“Charges”</b>	the charges for the Services set out in the written quotation
<b>“Data Protection Legislation“</b>	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)
<b>“Deliverables”</b>	all documents, products and materials developed by you or your 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)
<b>“Goods Specification”</b>	any specification for the Goods, including any related plans and drawings, that is agreed in writing by us
<b>“Intellectual Property Rights“</b>	patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
<b>“Mandatory Policies”</b>	our policies and procedures notified to you from time to time
<b>“Order”</b>	our written acceptance of your quotation for the supply of goods and/or services to us
<b>“Prices”</b>	the prices for the Goods set out in the written quotation
<b>“Services Specification”</b>	the description or specification for Services agreed in writing by us
<b>“UK Data Protection Legislation“</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
<b>“you”</b>	the person named as the supplier in the Order

1.2 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;

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- 1.3 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.4 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.5 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and
- 1.6 references to “in writing” or “written” include facsimile and email but not other methods of electronic messaging.

#### 2. **CONTRACT FORMATION**

- 2.1 Your quotation constitutes an offer by you to supply the goods set out in the quotation (“**Goods**”) and/or services set out in the quotation (“**Services**”) to us on these Conditions and will remain open for acceptance by us for a period of 14 days from and including its date.
- 2.2 A contract for the supply of Goods and/or Services by you to us on these Conditions, incorporating the Order, any attachments and any documents expressly referred to in the Order and these Conditions (the “**Contract**”) will be formed when we accept the quotation by issuing the Order to you. For the avoidance of doubt we are under no obligation to accept the quotation.
- 2.3 These Conditions are the only terms and conditions on which we will purchase goods and services from you and will apply to the exclusion of all other terms and conditions including any terms and conditions which you purport to apply under any quotation, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be 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.

#### 3. **THE GOODS**

- 3.1 The quantity and description of the Goods will be as set out in the quotation and any applicable Goods Specification.
- 3.2 We have the right to inspect and test the Goods at any time prior to Delivery. You will permit us, our officers, employees, agents and Subcontractors to enter upon your premises, and will procure permission for such persons to enter upon any relevant third party premises, to carry out such inspection and testing and will provide us with all facilities reasonably required.
- 3.3 If, following inspection or testing under Condition 3.2, we give written notice to you that we are not satisfied that the Goods will comply with Condition 5.1, you will take all steps necessary to ensure compliance.
- 3.4 No inspection or testing under Condition 3.2 will reduce or otherwise affect your obligations under the Contract.

#### 4. **DELIVERY**

- 4.1 You will deliver the Goods to the address specified in the quotation Order during the hours of 9:00 am to 5:00 pm on the date specified in the quotation or, if no date is specified in the quotation, within 30 days from and including the date of the Order. You will be responsible for off-loading the Goods from the delivery vehicle. Delivery of the Goods (“**Delivery**”) will occur when they have been off-loaded at the delivery address.

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- 4.2 You will ensure that:
- 4.2.1 the Goods are marked in accordance with our instructions and any applicable laws and any applicable requirements of any carrier and are properly packed and secured so as to reach their destination in an undamaged condition;
  - 4.2.2 the delivery is accompanied by a prominently displayed delivery note which shows the order number, date of order, type and quantity of Goods, code numbers of Goods (if applicable), any special storage instructions; and
  - 4.2.3 on or before Delivery we are supplied with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.
- 4.3 If you fail to deliver the Goods on the date specified in Condition 4.1, without prejudice to any of our other rights or remedies (whether express or implied), we may:
- 4.3.1 terminate the Contract immediately by giving written notice to that effect to you, in which case:
    - 4.3.1.1 you will refund any monies already paid by us under the Contract in relation to the Goods that have not been delivered; and
    - 4.3.1.2 we will be entitled to recover from you any and all liabilities, losses, damages, costs and expenses incurred by us as a result of your failure to supply Goods and/or Services, including in obtaining substitute goods and/or services from another supplier.
- 4.4 Risk in and ownership of the Goods will pass to us on Delivery.
5. **DEFECTIVE GOODS**
- 5.1 You will ensure that the Goods will:
- 5.1.1 be fit for any purpose held out by you or made known to you expressly or by implication and in this respect we rely on your skill and judgement;
  - 5.1.2 conform to any applicable Goods Specification;
  - 5.1.3 be free from defects in design, materials and workmanship;
  - 5.1.4 comply with all relevant applicable laws and British Standards and the requirements of any relevant statutory and regulatory bodies; and
  - 5.1.5 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- 5.2 Without prejudice to any of our other rights or remedies (whether express or implied), if any Goods do not conform with any of the terms of Condition 5.1 we may (whether or not the Goods have been accepted):
- 5.2.1 terminate the Contract immediately by giving written notice to that effect to you; or
  - 5.2.2 require you, at our option, to promptly repair or replace the relevant Goods free of charge or to refund the Price for the relevant Goods.
- 5.3 Condition 5.2 will apply to any repaired or replacement Goods supplied under Condition 5.2.2.
6. **INDEMNITY**
- 6.1 You will indemnify us against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that we do or will incur or suffer, all claims or proceedings made, brought or threatened against us by any person and all losses (including all direct, indirect and consequential

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losses), liabilities, costs (on a full indemnity basis), damages and expenses we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach by you of any of your obligations under the Contract (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations) including where they arise from our negligence.

- 6.2 Without prejudice to Condition 6.1, if any person claims that the possession and/or use and/or sale of the Goods and/or Services and/or Deliverables by us and/or our students, officers, employees, agents or sub-contractors infringes the intellectual property rights of that or any other person (“**IPR Claim**”), you will indemnify us, our students, officers, employees, agents and sub-contractors against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that we, our students, officers, employees, agents or sub-contractors do or will incur or suffer, all claims or proceedings made, brought or threatened against us, our students, officers, employees, agents or sub-contractors by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses we, our students, officers, employees, agents or sub-contractors do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with that IPR Claim including where they arise from our negligence or the negligence of our students, officers, employees, agents or sub-contractors.

## 7. SERVICES

- 7.1 You will, in performing the Services:

- 7.1.1 use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;
- 7.1.2 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that we expressly or impliedly make known to you;
- 7.1.3 fully co-operate with our agents, representatives and contractors;
- 7.1.4 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 7.1.5 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 us, will be free from defects in workmanship, installation and design;
- 7.1.6 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 7.1.7 observe all health and safety rules and regulations and any other security requirements that apply at any of our premises;
- 7.1.8 hold all materials, equipment and tools, drawings, specifications and data supplied by us to you (“**Materials**”) in safe custody at its own risk, maintain the Materials in good condition until returned to us, and not dispose or use the Materials other than in accordance with the our written instructions or authorisation;
- 7.1.9 not do or omit to do anything which may cause us to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting our business, and you acknowledge that we may rely or act on the Services; and
- 7.1.10 comply with all relevant applicable laws, British Standards, requirements of any relevant statutory and regulatory bodies and health and safety and security policies and obey all our lawful and reasonable directions.

- 7.2 You will perform the Services on the performance dates set out in the quotation. Time for provision of the Services will be of the essence of the Contract.

- 7.3 You represent and warrant that:

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- 7.3.1 you are UK tax resident or have a tax presence in the UK; and
- 7.3.2 no individuals who are or will be involved in the provision of the Services will be engaged via a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of the Income Tax (Earnings and Pensions) Act 2003.

#### **8. OUR REMEDIES**

- 8.1 If you fail to perform the Services by the applicable date or you have supplied Services that do not comply with the requirements of Condition 7.1.2, or both, we will, without limiting or affecting other rights or remedies available to us, have one or more of the following rights and remedies:
  - 8.1.1 to terminate the Contract with immediate effect by giving written notice to you;
  - 8.1.2 to return the Deliverables to you at your own risk and expense;
  - 8.1.3 to require you to provide repeat performance of the Services, or to provide a full refund of the Charges (if paid);
  - 8.1.4 to refuse to accept any subsequent performance of the Services which you attempt to make;
  - 8.1.5 to recover from you any costs incurred by us in obtaining substitute services from a third party; and
  - 8.1.6 to require a refund from you of sums paid in advance for Services that you have not provided.
- 8.2 These Conditions shall extend to any substituted or remedial services supplied by you.

#### **9. PRICE AND PAYMENT**

- 9.1 Subject to you performing your obligations in accordance with the terms of the Contract, we will pay the Prices and Charges to you in accordance with this Condition 8.
- 9.2 The only monies to be paid by us in connection with the supply of the Goods and/or the performance of the Services are the Prices and/or the Charges which will be inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage and delivery costs and all travel, accommodation and subsistence expenses.
- 9.3 Any sum payable under the Contract is inclusive of value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority).
- 9.4 You will be entitled to invoice us for the Prices for the Goods following Delivery.
- 9.5 You will be entitled to invoice us for the Charges for the Services following completion of performance of the Services.
- 9.6 Subject to Conditions 9.7, 9.8 and 9.10, each invoice will be payable by us within 30 days following the date on which the invoice is received by us. You will send invoices to the address specified in the Order.
- 9.7 No payment made by us will constitute acceptance or approval by us of the Goods or Services or otherwise prejudice any rights or remedies which we may have against you including the right to recover any amount overpaid or wrongfully paid to you.
- 9.8 If we, on bona fide grounds, dispute any part of an amount invoiced by you (a “**Disputed Sum**”), we will be entitled to withhold payment of the Disputed Sum until the dispute is settled.
- 9.9 If any sum payable under the Contract is not paid on or before the due date for payment you will be entitled to charge us interest on that sum at 4% per annum above the base lending rate from time to time of Barclays Bank plc from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. Such interest will not be chargeable on any Disputed Sum, provided that if it is agreed or determined that part or all of the Disputed Sum is payable, interest will be chargeable on the relevant part of the Disputed Sum in accordance with this Condition 9.9 but from the

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date on which payment of that sum is due in accordance with settlement of the dispute rather than from the date on which payment of the original invoice which included that sum was originally due. The parties agree that this Condition 9.9 is a substantial remedy for late payment of any sum payable under the Contract, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

- 9.10 We will be entitled to set-off any liability which you have to us against any liability which we have to you, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract between the parties or other cause of action.

#### **10. COMPLIANCE WITH RELEVANT LAWS AND POLICIES**

You will, and will procure that your officers, employees, agents and any other persons who perform services for you or on your behalf in connection with the Contract will:

- 10.1 comply with all applicable laws, statutes and regulations from time to time in force including but not limited to:

- 10.1.1 anti-bribery and anti-corruption laws, including the Bribery Act 2010;
- 10.1.2 anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking laws, including the Modern Slavery Act 2015;
- 10.1.3 equal opportunities laws, including the Equal Pay Act 1970, the Equality Act 2010, the Human Rights Act 1998, the Special Education Needs and Disability Act 2001 and the Equality Act 2006; and
- 10.1.4 the duty to have due regard to the need to prevent people from being drawn into terrorism in accordance with the Counter-Terrorism and Security Act 2015; and

- 10.2 comply with the Mandatory Policies.

#### **11. TERMINATION**

- 11.1 If you commit a material breach of the Contract we may terminate the Contract immediately by giving written notice to that effect to you. For the avoidance of doubt this Condition 11.1 will not apply to any failure to deliver Goods on the date specified in 4.1 or where Goods do not conform with any of the terms of Condition 5.1.

- 11.2 Any breach of any of the following Conditions will be a material breach: **Conditions 3.3 and 10** irrespective of:

- 11.2.1 whether or not any financial loss or reputational damage arises as a consequence of the relevant breach; and
- 11.2.2 the level of any financial loss or deprivation of benefit arising as a consequence of the relevant breach.

- 11.3 We may terminate the Contract immediately by giving written notice to that effect to you if you:

- 11.3.1 have a receiver, administrator or provisional liquidator appointed;
- 11.3.2 are subject to a notice of intention to appoint an administrator;
- 11.3.3 pass a resolution for your winding-up;
- 11.3.4 have a winding up order made by a court in respect of you;
- 11.3.5 enter into any composition or arrangement with creditors;
- 11.3.6 cease to carry on business; or
- 11.3.7 take any steps or actions or have any steps or actions taken in connection with any of these procedures

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and you will notify us immediately upon the occurrence of any such event or circumstance.

11.4 We may terminate the Contract for convenience by giving you 14 days written notice.

11.5 Following expiry or termination of the Contract:

11.5.1 any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and

11.5.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

11.6 On termination of the Contract, you will immediately delivery to us all Deliverables whether or not then complete, and return all Materials. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned or delivered, you will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

11.7 Within three working days after the date of expiry or termination of the Contract you will, subject to the exception set out in Condition 11.8,

1.1.1 if requested to do so, return to us all of our Confidential Information (including all copies and extracts) in your possession or control; and

1.1.2 cease to use our Confidential Information.

1.2 Each of us may retain any of the other's Confidential Information which we or you has to keep to comply with any applicable law. The provisions of Condition 12 will continue to apply to retained Confidential Information.

## **2. INTELLECTUAL PROPERTY RIGHTS**

2.1 We will own the Intellectual Property Rights in the Deliverables.

2.2 We grant you a fully paid-up, non-exclusive, royalty-free non-transferable licence to use any materials provided by us to you for the term of the Contract for the purpose of providing the Services to us and perform your other obligations under this Contract.

2.3 You, with full title guarantee, hereby:

2.3.1 assign to us all Intellectual Property Rights in the Goods which subsist as at the date of the Contract;

2.3.2 assign to us (by way of present assignment of future copyright) all future copyright in the Goods and the Deliverables; and

2.3.3 agree to assign to us all other Intellectual Property Rights in the Goods and the Deliverables, throughout the world for the whole term, including any extensions or renewals of such Intellectual Property Rights, and including the right to sue for damages and other remedies for infringements of Intellectual Property Rights in the Goods whether occurring before, on or after the date of the Contract.

2.4 You will:

2.4.1 at your own cost, execute all such documents and do all such acts and things as we may request from time to time in order to secure our full right, title and interest in the Intellectual Property Rights in the Goods and the Deliverables; and

2.4.2 procure the irrevocable waiver of all moral rights (and any broadly equivalent rights which may exist in any territory of the world) in the Goods and the Deliverables.

2.5 All Materials are our exclusive property.

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#### 3. CONFIDENTIALITY

3.1 Both you and we will, subject to Condition 13.2:

- 3.1.1 only use the other's Confidential Information for the purpose of performing our respective obligations and exercising our respective rights under the Contract;
- 3.1.2 keep the other's Confidential Information secret, safe and secure; and
- 3.1.3 not disclose the other's Confidential Information to any other person.

3.2 Each of you and us may disclose the other's Confidential Information:

- 3.2.1 to the extent required by law, by an order of a court of competent jurisdiction or as required by any securities exchange, listing authority, governmental or regulatory authority; and
- 3.2.2 to those of our officers, directors, employees and professional advisers and, in the case of us alone, also to our agents and sub-contractors, who need access to that Confidential Information so that our respective obligations can be performed and our respective rights can be exercised under the Contract. If either you or we disclose the other's Confidential Information under this Condition 13.2.2, either you as the discloser or us where we are the discloser will procure that each person to whom that Confidential Information is disclosed will not do or omit to do anything which if done or omitted to be done by the relevant discloser would be a breach of this Condition 12.

3.3 For the purposes of this Condition 12, "**Confidential Information**" means any information that relates to either you or us (or any of our respective group companies or businesses) and which is disclosed to the other in connection with the Contract and any trade secret disclosed by either you or us where discloser of that the information is the trade secret holder, but excluding information that:

- 3.3.1 is at the relevant time in the public domain (other than by virtue of a breach of this Condition 12); or
- 3.3.2 was received by the other from a third party who did not acquire it in confidence.

3.4 You acknowledge that we:

- 3.4.1 are subject to the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation ("**FOI Legislation**") and agree to assist and co-operate with us to enable us to comply with our obligations under the FOI Legislation; and
- 3.4.2 may be obliged under the FOI Legislation to disclose any information (including information provided to us by you even where considered confidential or commercially prejudicial) without consulting or obtaining consent from you.

#### 4. DATA PROTECTION

4.1 You will comply with all applicable requirements of the Data Protection Legislation. This Condition 14.1 in addition to, and does not relieve, remove or replace, your obligations under the Data Protection Legislation. In this Condition 14.1, "**Applicable Laws**" means (for so long as and to the extent that they apply to you) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "**Domestic UK Law**" means the UK Data Protection Legislation and any other law that applies in the UK.

4.2 You acknowledge that for the purposes of the Data Protection Legislation, we are the controller and you are the processor.

4.3 In performing the Services and your other obligations under this Contract, you will:



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- 4.3.1 comply with the Data Protection Legislation;
  - 4.3.2 not cause us to breach any obligation under the Data Protection Legislation; and
  - 4.3.3 notify
- 4.4 Without prejudice to the generality of Condition 14.1, you will, in relation to any personal data processed in connection with the performance of your obligations under the Contract:
- 4.4.1 process that personal data only on our documented written instructions unless you are required by Applicable Laws to otherwise process that personal data. Where you are relying on Applicable Laws as the basis for processing personal data, you will promptly notify us of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit you from so notifying us;
  - 4.4.2 ensure that you have in place appropriate technical and organisational measures, reviewed and approved by us, 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 your 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 you);
  - 4.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
  - 4.4.4 not transfer any personal data outside of the European Economic Area unless our prior written consent has been obtained and the following conditions are fulfilled:
    - 4.4.4.1 either you or we have provided appropriate safeguards in relation to the transfer;
    - 4.4.4.2 the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
    - 4.4.4.3 you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
    - 4.4.4.4 you comply with reasonable instructions notified to it in advance by us with respect to the processing of the personal data;
  - 4.4.5 assist us, at your cost, in responding to any request from a data subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 4.4.6 notify us without undue delay on becoming aware of a personal data breach or if you identify any areas of actual or potential non-compliance with Applicable Laws or this Condition 14, without prejudice to your obligations to comply with, or to any rights or remedies which we may have for breach of Applicable Laws or this Condition 14;
  - 4.4.7 at our written direction, delete or return personal data and copies thereof to us on termination of the Contract unless required by Applicable Law to store the personal data; and
  - 4.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Condition 14 and immediately inform us if, in your opinion, an instruction infringes the Data Protection Legislation.

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- 4.5 We do not consent to you appointing any third party processor of personal data under the Contract.
- 4.6 We may, at any time on written notice, revise this Condition 14 by replacing it with any applicable controller to processor standard clauses or similar terms that we deem (at our sole discretion) appropriate in relation to the Goods or the Services (which shall apply when replaced by attachment to the Contract).

#### 5. NOTICE

- 5.1 Subject to Condition 15.5, any notice given under or in connection with the Contract will be:
- 5.1.1 sent to the relevant party's address by pre-paid first class post or mail delivery service providing guaranteed next working day delivery and proof of delivery;
  - 5.1.2 delivered to or left at the relevant party's address (but not, in either case, by one of the methods set out in Condition 15.1.1); or
  - 5.1.3 sent by e-mail to that party's e-mail address.

Our address and e-mail address are set out below and your address and e-mail address are those detailed in any quotation, acknowledgement of order or other document received by us from you and may be changed by the relevant party giving at least seven days' notice in accordance with this Condition 14.

London Oratory School, Seagrave Road, London, SW6 1RX

[cdoyle@los.co.uk](mailto:cdoyle@los.co.uk)

- 5.2 Any notice given in accordance with Condition 15.1 will be deemed to have been served:
- 5.2.1 if given by first class post or mail delivery service, in each case as set out in Condition 15.1.1, at 9.00 a.m. on the second working day after the date of posting;
  - 5.2.2 if given as set out in Condition 15.1.2, at the time the notice is delivered to or left at that party's address; and
  - 5.2.3 if given as set out in **Condition 15.1.3**, at the time of sending the e-mail.
- 5.3 If a notice is given in accordance with **Condition 15.1.3** the title to the e-mail will begin with the words "Service of Notice".
- 5.4 To prove service of a notice it will be sufficient to prove that the provisions of Condition 15.1 were complied with.
- 5.5 This Condition 14 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
- #### 6. GENERAL
- 6.1 During the term of the Contract and for a period of six years thereafter, you will maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on our request, produce the insurance certificate giving details of cover.
- 6.2 The Contract constitutes the entire agreement between you and us and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 6.2.1 neither you nor us has entered into the Contract in reliance upon, and neither you nor us will have any remedy in respect of, any misrepresentation, representation or statement (whether made by the other or any other person) which is not expressly set out in the Contract;

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- 6.2.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and
- 6.2.3 nothing in this Condition 16.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 6.3 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 6.4 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 6.5 Except as set out in these Conditions, no variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of you and us.
- 6.6 Nothing in the Contract and no action taken by either you or us in connection with it or them will create a partnership or joint venture or relationship of employer and employee between you and us or give either of you or us authority to act as the agent of or in the name of or on behalf of the other or to bind the other or to hold itself out as being entitled to do so.
- 6.7 Each of you and us agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 6.8 Our officers, employees, agents and sub-contractors will be entitled to enforce Condition 6.2 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract.
- 6.9 We and you may vary or rescind the Contract without the consent of our officers, employees, agents and sub-contractors.
- 6.10 Save as provided in Condition 16.8, you and we do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 6.11 Our rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 6.12 You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or to sub-contract any of your obligations under the Contract.
- 7. GOVERNING LAW AND JURISDICTION**
- 7.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England.
- 7.2 Subject to Condition 17.3, the courts of England have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).
- 7.3 Either party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 7.4 Subject to Condition 17.3, each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England, each party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of any other jurisdiction.