



Contract Ref: **252300**

30th July 2025

FAO Dan Beynon
SMRS Limited
2 Express Networks
3 George Leigh Street
Manchester M4 6BD

Dear Dan,

Provision of Propensity Modelling Services (ref.252300)

Following recent discussion between SMRS Limited (the “Seller” as defined in the Terms and Conditions of Contract as defined below) and De Montfort University (the “Buyer” as defined in the Terms and Conditions of Contract as defined below), I am pleased to inform you that De Montfort University wishes to award the Contract (the “Contract”) for provision of these services to your organisation.

The Requirement(s) in Summary:

By signing this Award Letter (the “Award Letter”) the Buyer and Seller (the “Parties”) accept that a legally binding agreement is made between the Parties and that the entire agreement comprises of the following:

1. This Award Letter (including any provisions set out in this Award Letter);
2. The Terms & Conditions (the “*De Montfort University Standard Terms & Conditions for the Purchase of Goods & Services*”) as agreed 22nd July; see Annex 1, below;
3. The Seller’s proposal of 1st May 2025 (“*Propensity modelling Proposal 1st May 2025*”), and any clarifications following.

The Contract is awarded, to be delivered over a period of up to three months, with a start date to be agreed between the two parties. The price for service delivery shall be at a price of £28,495.52 ex.VAT (£34,194.62 inc.VAT).

In the event of any conflict between the documents, or any specific clauses or provisions thereof, the order of precedence shall be as set out above, except in the case of any conflict between any of the provisions of an Attachment to the Contract and any of the provisions of an Attachment to a Purchase Order – in which case the Attachment to the Purchase Order shall take precedence.

The Contract is made when an authorised representative of both Parties has signed this Award Letter, and it has been returned by the second signing Party to the first Party. The

Parties have agreed and accepted that a pdf version (sent by either party) of the executed Award Letter will be used to create the Contract.

The Signed Award Letter must be returned promptly by email.

Please do not hesitate to contact me if you have any questions or points you wish to clarify in regards to this award process or the Contract.

Yours sincerely

James West
Category Manager – Professional Services

By signing this Award Letter in the spaces below, the Parties named have accepted that a Contract is made between the Parties subject to the provisions set out in this Award Letter.

Signed for and on behalf of
De Montfort University

Name: James West

Signature: 

Position: Category Manager

Date: 1/8/2025

Signed for and on behalf of
SMRS Limited

Name: **Ed Layt**

Signature: 

Position: **Director**

Date: **01/08/25**

Annex 1



De Montfort University

Standard Terms & Conditions
for the Purchase of Goods & Services

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1 Definitions

In this Contract the following expressions shall have the following meanings:

- 1.1 "Acceptance" means the Supplier carrying out any act consistent with the fulfilment of the Contract, including any Purchase Order issued to the Supplier during the valid term of the Contract.
- 1.2 "'Address" means the address for Delivery which, unless otherwise stated in the Purchase Order or notified by the Buyer, will be the "Site".
- 1.3 'Attachment' shall mean a document attached to the Conditions and/or attached to or referred to in a Purchase Order.
- 1.4 "Award Letter" shall mean the letter issued by the Buyer notifying the Seller that it has been selected as the supplier for the supply and Installation of goods and/or the provision of services of the type specified in the Purchase Order and/or in the Attachment subject to these General Conditions of Contract.
- 1.5 "Buyer" means De Montfort University and shall include the Buyer's permitted assignees and any of its subsidiaries or associated companies.
- 1.6 "Conditions" means the standard Conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions set out in the Award Letter or otherwise agreed in writing between the Buyer and the Supplier.
- 1.7 "Confidential Information" shall mean any information written or oral, disclosed, directly or indirectly through any means of communication or observation by the Buyer or any of its Representatives labelled or referred to as "confidential" by the Buyer.
- 1.8 "Contract" means the agreement between the Buyer and the Supplier consisting of:
 - the Conditions;
 - the Award Letter;
 - any Purchase Order issued and addressed to the Supplier by the Buyer;
 - any Attachment;
 - any other documents, or parts thereof, referred to in the Award Letter or any Purchase Order.
- 1.9 "Contract Period" means the period during which the Supplier will provide the Goods and or Services as set out in the Award Letter or on the Purchase Order.
- 1.10 "Correct Invoice" means a detailed invoice quoting the Buyer's order number setting out full accurate details of the Goods or Services supplied, agreed prices and any discounts given.
- 1.11 "Data" means all designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, process information, manuals, photographs, negatives, tapes, discs, software or any other similar items.
- 1.12 "Data Protection Legislation" means 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); and the guidance and codes of practice issued by the relevant data

protection or supervisory authority and applicable to a party.

- 1.13 "Delivery" means the receipt by the Buyer of the Goods or Services as set out in clause 6.
- 1.14 "EIR" means the Environmental Information Regulations 2004.
- 1.15 "Equipment" means such tools, machinery, apparatus, materials, consumables, tackle, computer equipment and software, access equipment and stores brought to the Site by the Supplier or the Sub-Contractors for the delivery of Goods or Services.
- 1.16 "FOIA" means the Freedom of Information Act 2000.
- 1.17 "Force Majeure" means any event beyond the reasonable control of both parties, including (but without limiting the generality thereof) any act of God, any national strike or labour dispute affecting the Goods and Services (but excluding any labour dispute affecting the Supplier), war, hostilities (whether war is declared or not), invasion, armed conflict or act of a foreign enemy, terrorism, rebellion, revolution, riot or insurrection, nuclear explosion, radioactive or chemical contamination or ionising radiation unless the source or cause of contamination or radiation is brought to or near the Premises by or on behalf of the Supplier or its Sub-Contractors
- 1.18 "Goods" means all products, articles or materials specified in a Purchase Order to be supplied in accordance with the Contract.
- 1.19 "Insured Perils" means fire, lightning, explosion, storm, tempest, flood, escape of water from any water tank, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion (excluding any loss or damage caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds).
- 1.20 "Plant" means any of the Buyer's plant or equipment referred to in the Specification to be the subject of any of the Services.
- 1.21 "Price" means the price inclusive of any applicable tax payable to the Supplier by the Buyer under the Contract for the full and proper performance by the Supplier of its obligations under the Contract.
- 1.22 "Purchase Order" means the Buyer's officially numbered purchase order incorporating these Conditions together with any Attachment or documentation referred to therein.
- 1.23 "Representative" means the persons who have the authority to make decisions on behalf of the Buyer and Supplier.
- 1.24 "Services" means the Services or work specified in a Purchase Order to be supplied in accordance with the Contract.
- 1.25 "Site" means the location(s) where the Goods are to be delivered or Services are to be performed.
- 1.26 "Specification" means the standards and requirements of the Goods and Services as specified by the Buyer.
- 1.27 "Sub-Contractors" means any person (other than the Supplier or its direct employees) to whom any part of the Contract has been sub-let appointed in accordance with clause 8.
- 1.28 "Supplier" means the person, firm or company named in the Award Letter or to whom the Purchase Order is addressed.

- 1.29 UK Data Protection Legislation: 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.
- 1.30 "Variation" means a written request to vary or alter the Contract or any part of it as described in clause 9.
- 1.31 "Working Day" means any day other than a Saturday or Sunday or a public or bank holiday in England

2 Basis of Purchase

- 2.1 The Supplier agrees to provide and the Buyer agrees to purchase the Goods and/or Services in accordance with the Contract. The Contract shall comprise (in order of precedence): the Award Letter and any provisions set out in the Award Letter; the Purchase Order, these Standard Terms and any Attachment to the Contract or any Purchase Order and any other document (or part document) referred to on the Purchase Order.
- 2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been provided to the Buyer or subject to which the Purchase Order is accepted or purported to be accepted by the Supplier, unless the Buyer agrees otherwise in writing. However, should the Contract be held by a court of competent jurisdiction to include the Supplier's terms then in the event of any conflict these Standard Terms shall always prevail over the Supplier's terms.
- 2.3 A Purchase Order will commence on the earlier of the Supplier's Acceptance or the Supplier carrying out any act consistent with fulfilling the order. The supply of Goods or provision of Services in response to a Purchase Order or any Variation to the Contract or Purchase Order Amendment shall be regarded as the Supplier's Acceptance of these Conditions
- 2.4 Unless otherwise provided for in the Award Letter or otherwise in writing, the Buyer has no appointed and is not appointing the Supplier on an exclusive basis and shall remain free to obtain Goods or Services from any other Supplier throughout the valid term of the Contract.

3 Cancellation of Purchase Order

- 3.1 The Buyer may cancel a Purchase Order without liability to the Supplier at any time prior to Acceptance by the Supplier by giving written notice to the Supplier.
- 3.2 At any time after Acceptance of a Purchase Order by the Supplier, the Buyer shall be entitled to cancel a Purchase Order in respect of all or part only of the Goods and Services by giving written notice to the Supplier at any time prior to Delivery, in which event the Buyer's sole liability shall be to pay to the Supplier fair and reasonable compensation based on the costs and expenses that the Supplier can demonstrate as being or having been reasonably, necessarily and directly incurred in the progression of the fulfilment of the Contract to the point of cancellation by the Buyer, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 3.3 The Supplier shall take all reasonable steps to mitigate the costs payable by the Buyer in the event of the cancellation of any Purchase Order.

- 3.4 The Supplier's rights to claim costs under this clause 4 shall not accrue where the cancellation of any Purchase Order has been made necessary by a fault or failure of the Supplier.

4 Obligations of the Supplier

- 4.1 The Supplier warrants to the Buyer that the Goods will be provided and the Services will be performed in a proper, skilful and workmanlike manner by appropriately qualified and trained personnel in accordance with the Contract; any descriptions and performance standards as set out in the Specification; the Purchase Order or the Contract (including any Attachment) and in accordance with best relevant industry practice.
- 4.2 The Supplier warrants to the Buyer that the Goods and Services shall comply with the express terms of the Contract and implied conditions, warranties and terms contained in the Sale of Goods Act 1979 or the Sale of Goods and Services Act 1982, as amended by any related statutes and any statutory re-enactments or modifications thereof.
- 4.3 The Supplier further warrants that the Goods and Services shall comply with any relevant specifications, drawings, samples or descriptions; and shall comply with any statute, directive or regulation or relevant International, European or British Standard in force at the time of delivery which is relevant to the Supply.
- 4.4 The Supplier shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch and in the event of any such request the Supplier shall provide the Buyer with all facilities reasonably required for inspection and testing.
- 4.5 If, as a result of inspection or testing, the Buyer is not satisfied that the Goods will comply in all respects with the Contract and the Buyer so informs the Supplier within a reasonable time, the Supplier shall take such steps prior to Delivery as are necessary to ensure compliance.
- 4.6 The Supplier shall, at its own expense, provide all the Equipment necessary for the proper execution of the Services and shall keep the Equipment in good repair and safe condition, unless otherwise agreed by the Parties. The Supplier shall be responsible for insuring the Supplier's Equipment.

5 Goods

- 5.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon Delivery to the Buyer in accordance with these Conditions.
- 5.2 The property in the Goods shall pass to the Buyer upon Delivery unless advance or progress payments are made for the Goods prior to Delivery in which case property in any materials purchased or allocated by the Supplier for the purpose of a Purchase Order shall immediately vest in the Buyer.
- 5.3 If the Goods are rejected by the Buyer for any reason, property and risk in the Goods rejected shall immediately revert to the Supplier.
- 5.4 Where appropriate to the Goods, the Supplier shall make available to the Buyer, or any nominated third party maintenance source, on request, with reasonable despatch and at agreed prices, all spares and replacement parts for a minimum period of five (5) years from the date of Delivery of the Goods.

- 5.5 The Supplier shall provide the Buyer with all operating manuals and other documentation necessary for the satisfactory operation of the Goods, and in any event all documentation so required. If after Delivery the operating manuals and documentation need updating or replacing the Supplier shall be responsible for notifying the Buyer of the availability of such updates or replacements and shall supply them at a reasonable price agreed between the Parties, and upon receipt of Purchase Order authority to supply from the Buyer.

6 Delivery & Packaging

- 6.1 Any Goods supplied or installed shall be constructed, finished, packaged, marked and delivered in a proper manner and in accordance with the Buyer's instructions, any statutory requirements and any requirements of the carriers. All necessary warning notices regarding hazardous Goods shall be clearly displayed so as to be safe and without risk to health and to reach the Address in an undamaged condition. All packaging must be clearly marked to show to whom it belongs. Each delivery of Goods must be accompanied by a delivery note setting out full particulars of the Goods, delivery Address and quoting the Buyer's Purchase Order number.
- 6.2 The time of delivery of the Goods and Services is of the essence of the Contract. All Goods must be delivered to the Address as specified in the Purchase Order. If Goods are incorrectly delivered, the Supplier shall be responsible for remedying the situation.
- 6.3 The Buyer shall not be obliged to return to the Supplier any packaging or packaging material for the Goods whether or not any Goods are accepted by the Buyer.
- 6.4 The Buyer shall not be deemed to have accepted the Goods until the Buyer has had a reasonable time to inspect them following Delivery. The Buyer shall also have the right to reject the Goods as though they had not been accepted for twenty-eight (28) days after any latent defect in the Goods has become apparent.
- 6.5 The Buyer reserves the right to mark the Goods immediately on Delivery for the purposes of security. The Buyer will not be deemed to have accepted the Goods if it marks them nor shall the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.

7 Price & Payment

- 7.1 The Price payable for the Goods and Services shall be as stated on the Purchase Order, and unless otherwise stated, shall be inclusive of any applicable Value Added Tax.
- 7.2 The Price shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods, and to the Address on the Site, including, where specified or necessary, setting the Goods down in the location on the Site specified by the Buyer, and including any taxes, levies or duties. The Price shall be deemed to include all costs and expenses incurred and risks assumed by the Supplier in supplying the Goods or performing the Services under this Contract.
- 7.3 Unless otherwise agreed in writing, at the end of each month of the Contract Period the Supplier shall send to the Buyer a Correct Invoice in accordance with the Value Added Tax Act 1994 in respect of sums due to the Supplier for the Goods or Services. The Buyer will pay for the Goods or Services no later than thirty (30) days after receipt of a Correct Invoice unless otherwise agreed in writing.
- 7.4 The Buyer reserves the right to withhold payment of the relevant part of the Price without payment of interest, where the Supplier has either failed to deliver the Goods or Services at all or has delivered Goods or Services which in the Buyer's reasonable

opinion are unsatisfactory and any such invoice will not be paid unless or until the Goods or Services have been delivered to the satisfaction of the Buyer.

- 7.5 If any sum under the Contract is not paid when due then the sum shall bear interest from the due date until payment is made in full (both before and after any judgment) at 2% per annum above the base rate set by time to time by the Bank of England. The Supplier is not entitled to suspend deliveries of the Goods or performance of the services as a result of any sums being outstanding.

8 Assignment & Subcontractors

- 8.1 The Supplier shall not be entitled to assign, novate, or otherwise dispose of its rights and obligations under the Contract whether in whole or in part without the prior written consent of the Buyer. Such consent shall not be unreasonably withheld.
- 8.2 Subject to clause 8.1 the Supplier shall not at any time permit any of its obligations under the Contract to be performed or undertaken by any Sub-Contractor without the prior written consent of the Buyer.

9 Variations

- 9.1 Either party may without invalidating this Contract request in writing an addition to or omission from or other change in the Goods or Services or the order or period or the Working Hours in which the Services are to be provided by issuing to the other party a Variation or a Purchase Order Amendment.
- 9.2 The Buyer shall not be obliged to consent to any Variation or Purchase Order Amendment. If the Buyer wishes to proceed with a proposed change it shall arrange for the Variation or Purchase Order Amendment to be signed by the Buyer's Representative and an authorised Representative of the Supplier and a copy will be passed to the Supplier. The Supplier shall then implement the proposed change in accordance with the Variation or Purchase Order Amendment.
- 9.3 If the Supplier considers that any directions of the Buyer to vary the scope will then or later justify a change to the Contract Price, the Supplier shall promptly notify the Buyer in writing. Any adjustment to the Contract Price shall be determined in accordance with the agreed rates/prices.

10 Liability & Indemnity

- 10.1 The total liability of both parties in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract, excluding death or personal injury, shall not exceed the value of the total value of the Contract.
- 10.2 Neither party limits its liability for:
- 10.2.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors; or
 - 10.2.2 fraud by it or its employees; or
 - 10.2.3 any other act or omission, liability for which may not be limited by law.
- 10.3 The Supplier shall indemnify the Buyer fully and shall keep the Buyer fully indemnified against all liability, loss, damages, injury, costs, claims and expenses (including legal expenses) suffered or incurred by the Buyer or in connection with the provision of the Goods and Services including:

- 10.3.1 the provision of the Goods and Services including advice and recommendations made, and accepted by the Buyer;
- 10.3.2 breach of any warranty or undertaking by the Supplier in relation to the Goods or Services;
- 10.3.3 any claim that the Goods or Services infringe, or their use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specifications, drawings, samples or descriptions provided by the Buyer;
- 10.3.4 any liability under the Consumer Protection Act 1987 in respect of the Goods or Services;
- 10.3.5 any act or omission of the Supplier or its employees, agents or Sub-contractors in supplying, delivering and installing the Goods and Services;
- 10.3.6 any injury or other loss caused to an employee of the Buyer or any other person on the Buyer's Site, caused by any default or negligence on the Supplier's part, including without prejudice to the generality of the foregoing, any failure by the Supplier or the Supplier's agents, employees or Sub- contractors to comply with any provisions of the Health and Safety at Work Act 1974 (and any amendments or modifications thereof) or any regulations or code of practice there under; and
- 10.3.7 any investigation or proceedings or financial redress which arises out of a breach of clauses 19, 20, 21, 22, 23, 24 and 25.

11 Insurance

- 11.1 The Supplier shall effect and maintain (and shall require its Sub-contractors or agents to effect and maintain) throughout the continuance of the Contract adequate insurance cover in respect of its liabilities with reputable insurers on terms satisfactory to the Buyer and for such minimum amounts per event as may be specified by the Buyer. The Supplier shall provide evidence of such insurance cover to the Buyer on request.

12 Data

- 12.1 All patents, copyright, design rights and other intellectual property rights ("IP Rights") in all Data prepared or supplied by the Buyer to the Supplier shall remain the property of the Buyer.
- 12.2 Any Data supplied by the Buyer shall be returned to the Buyer on fulfilment of the Contract, at the expense of the Supplier.

13 Confidentiality

- 13.1 Any Purchase Order placed by the Buyer shall be treated as confidential and in particular the Supplier shall not make use of the Buyer's name or the name of any of the Buyer's customers for publicity purposes without the prior written consent of the Buyer.
- 13.2 The Supplier shall keep confidential all Data or information connected with the business of the Buyer or which comes to the Supplier's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Contract except with the prior written agreement of the Buyer; or by requirement of law.

- 13.3 Upon termination of this Contract howsoever arising, the Supplier shall be required to either to return all of the Buyer's Confidential Information in its possession or to destroy it, at the Buyer's discretion.

14 Force Majeure

- 14.1 Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract in whole or in part by reason of Force Majeure.
- 14.2 For the avoidance of doubt any delay in performing or failure to perform any obligation by a supplier or Sub-contractor of the Supplier shall not relieve the Supplier of liability under this clause 14 unless due to any cause beyond the reasonable control of the supplier or Sub-contractor concerned.
- 14.3 Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected Party, its agents or Staff.
- 14.4 If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the act or matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of the Force Majeure. The Buyer may issue instructions to the Supplier in respect of such Force Majeure.
- 14.5 If an event of Force Majeure lasts for more than 3 months, either party may, following consultation with the other, give a notice of termination on 15 Working Days' notice in accordance with clause 15.

15 Termination

- 15.1 The Contract may be terminated in the following circumstances:
- 15.1.1 by either party giving the other 3 months prior notice at any time;
- 15.1.2 by either party with immediate effect if the other is in breach of any of its obligations under this Contract and, if the breach is capable of remedy, the other party has failed to remedy such breach within thirty (30) days of receipt of notice to do so;
- 15.1.3 the Supplier ceases or threatens to cease to carry on the business; or by either party with immediate effect if the other makes application or any composition or arrangement with its creditors or has a proposal for a voluntary arrangement or a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986.
- 15.1.4 by either party giving the other fifteen (15) Working Days' written notice if prevented from performing its obligations for more than 3 months under this Contract due to Force Majeure in accordance with Condition 14.

16 Consequences of Termination

- 16.1 If this Contract is terminated in whole or in part, the Buyer shall be liable to pay the Supplier only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination;
- 16.2 Except for termination under Clause 15.1.1 the Buyer shall be entitled to deduct from any sum which would have been due to the Supplier under this Contract and to recover the same from the Supplier as a debt any sum in respect of any loss or damage resulting

from termination of this Contract. Such loss or damage shall include the reasonable cost to the Buyer of the time spent by officers in terminating the Contract and in making alternative arrangements for the supply of Goods and Services or any part of them.

- 16.3 Where the Buyer terminates the Contract for convenience (in accordance with clause 15.1.1) the Buyer shall pay to the Supplier any costs that the Supplier can demonstrate as being, or will be reasonably, necessarily and directly incurred in the fulfilment of the Contract to the date of, and due to such termination and which could not be, or have been reasonably avoided or mitigated, subject to the maximum liability provisions set out in the Contract. If the Buyer terminates the Contract for breach, the Supplier shall indemnify the Buyer and hold it harmless in relation to actions, claims, demands, and costs, including legal and professional costs and any loss or expense suffered by the Buyer in seeking to provide the Goods and Services for the balance of the Contract term.

17 Remedies

- 17.1 Without prejudice to any other remedy, if any Goods or Services are not supplied in accordance with the Contract, then the Buyer shall be entitled (whether or not any part of the Goods have been accepted by the Buyer):
- 17.1.1 to rescind a Purchase Order;
 - 17.1.2 to return the Goods to the Supplier at the cost and risk of the Supplier on the basis that a full refund for Goods so returned shall be paid forthwith by the Supplier;
 - 17.1.3 to require the Supplier at the Supplier's expense to remedy defects and poor performance in the Goods and Services and carry out any other necessary work to ensure that the terms of a Purchase Order are fulfilled within seven (7) calendar days or any other period agreed in writing by the Buyer;
 - 17.1.4 to refuse to accept any further Deliveries of the Goods with the Buyer having no further liability to the Supplier;
 - 17.1.5 to claim such damages as may have been sustained in consequence of the Supplier's breach.

18 Dispute Resolution

- 18.1 All disputes will initially be referred by either Party to a representative of each Party responsible for the overall performance of this Contract, who will meet as soon as reasonably practicable to discuss the dispute.
- 18.2 If the parties are unable to resolve the dispute within ten (10) Working Days of their meeting pursuant to clause 18.1, the Parties will escalate the dispute to a senior manager in each of the parties' organisation to seek to remedy the dispute.
- 18.3 If the matter has not been resolved within sixty (60) days of such notice having been received, or if the other party will not participate in the mediation set out above, then either Party may commence court proceedings.

19 Health & Safety and Environmental Protection

- 19.1 The Supplier shall use reasonable skill, care and diligence to see that he and the Sub-Contractors comply with all health and safety and environmental legislation, codes of practice, and guidance as applicable in the United Kingdom (including, but without limitation, the disposal of waste).
- 19.2 The Supplier shall, in delivering the Goods and carrying out the Services, abide at all times with the Buyer's work place regulations. The Supplier shall, where stipulated, comply with the Buyer's Permit to Work procedures.

20 Anti-Discrimination and Accessibility

- 20.1 The Supplier shall not unlawfully discriminate on grounds of sex, race, disability, religion or belief, sexual orientation or age in accordance with the provisions of the Equality Act 2010. The Supplier shall notify the Buyer immediately in writing as soon as it is aware of any investigation or proceedings brought against him under the relevant legislation. The Supplier shall co-operate with any investigation by the Buyer or a body empowered to carry out such investigations in relation to alleged or suspected discrimination.
- 20.2 Without prejudice to the generality of Clause 20.1, the Supplier acknowledges that the Buyer is a public sector body as defined in the Public Sector Bodies (Websites and Mobile Applications) (No 2) Accessibility Regulations 2018 (the Accessibility Regulations) and as such must comply with the accessibility requirement pursuant to the Accessibility Regulations. The Supplier shall comply with the Accessibility Regulations and any associated guidance as if it were itself a public sector body pursuant to the Accessibility Regulations. The Supplier shall take such measures as the Buyer shall reasonably require to ensure that the Buyer is compliant with its obligations under the Accessibility Regulations. The Supplier undertakes to enter into such further agreements with the Buyer as the Buyer deems necessary to ensure the Buyer's compliance with the Accessibility Regulations, which further agreements shall be deemed to form part of the Contract.

21 Data Protection Act

- 21.1 Each party warrants to the other that in relation to the parties' obligations under these Conditions it has complied, and will continue to comply with, all the requirements of the Data Protection Legislation. Each party shall indemnify the other against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which the other party may incur arising out of any breach by the first of this clause 21.
- 21.2 Without prejudice to Clause 21.1, the parties undertake that in the event one party is determined to be a data controller and another party a data processor, or the parties are determined to be joint controllers in respect of personal data or special category data shared under the Contract, the parties shall review the need to agree further terms in relation to such data sharing, whether by separate agreement or otherwise. Where appropriate, the parties undertake to enter into further data sharing agreement(s) with detailed data governance and management provisions to be negotiated in good faith and on fair and reasonable terms, which further agreements shall be deemed to form part of the Contract. In the absence of any separate agreement and except as otherwise provided by law, each party shall be solely responsible for its own processing of personal data in compliance with Data Protection Legislation in connection with this Contract, including the lawful basis of that processing
- 21.3 For the purpose of this Clause 21 "personal data", "process", "processing", "processed", "data processor", "data controller" and "special category data" shall have the meanings given to them in Data Protection Legislation

22 Corrupt Gifts

- 22.1 The Supplier shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. The Supplier shall not offer or give or agree to give to any person acting for or on behalf of the Buyer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract or any other contract with the Buyer or for showing or forbearing to show favour or disfavour to any person in relation to the Contract.

23 Young People and Vulnerable Adults

- 23.1 The Buyer is committed to safeguarding children and vulnerable adults that come within its sphere of influence. The Supplier shall comply with the Buyer's policy and procedure in this regard.

24 Modern Slavery Act

- 24.1 The Supplier undertakes, warrants and represents that:

- 24.1.1 neither it, nor any of its Sub-contractors has:

24.1.1.1 committed an offence under the Modern Slavery Act 2015 (a "MSA Offence";

24.1.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

24.1.1.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

- 24.1.2 it will not purchase from, nor enter into contracts with Sub-contractors or suppliers where it is known that such Sub-contractor or supplier has:

24.1.2.1 committed an offence under the Modern Slavery Act 2015 (a "MSA Offence";

24.1.2.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

24.1.2.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

- 24.1.2 it will comply with the Modern Slavery Act 2015 and the Buyer's Modern Slavery Act Statement and Policy which the Supplier confirms that it has read and understood as provided or otherwise made available to the Supplier and as may be updated by the Buyer and notified to the Supplier from time to time;

- 24.1.3 where the Supplier has completed the Buyer's Modern Slavery Act and Trafficking due diligence questionnaire, its responses are complete and accurate; and

- 24.1.4 it shall notify the Buyer immediately in writing if it becomes aware or has reason to believe that it, or any of the Supplier's Sub-contractors, agents or suppliers have breached or (in the opinion of the Buyer) potentially breached any of the Supplier's obligations under this clause 24. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

- 24.2 Any breach of this clause 24 by the Supplier shall be deemed to be a material breach of the Contract that cannot be remedied and shall entitle the Buyer to terminate the Contract without liability, in accordance with clause 15.1.2.

- 24.3 Where the Supplier delegates or sub-contracts any of its duties or obligations under the Contract it shall at all times remain liable to the Buyer for the performance of all of its duties and obligations under the Contract. The contract that the Supplier has with

any supplier or Sub-contractor must:

- 24.3.1 be in writing;
 - 24.3.2 contain no less onerous obligations than those in this Contract, including an obligation to comply with the Modern Slavery Act 2015 and Modern Slavery Policy and provision for termination in the event of non- compliance;
 - 24.3.3 prohibit the supplier or Sub-contractor from sub-contracting the services it has agreed with the Supplier to provide.
- 24.4 If the Buyer agrees that the Supplier may subcontract or otherwise contract with a third party supplier to perform its obligations, the Supplier will ensure that it has the ability to audit its Sub-contractor or supplier to ensure compliance with the Modern Slavery Act 2015 and the Buyer's Modern Slavery Statement and Policy.
- 24.5 The Supplier shall during the term of this Contract and for the period of six (6) years thereafter maintain such records relating to the Services and any Goods **provided** to the Buyer under the Contract as may be necessary to trace the supply chain of such Services and Goods and to enable the Buyer to determine the Supplier's compliance with the Modern Slavery Policy.
- 24.6 The Buyer (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Supplier's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure that the Supplier has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Supplier to perform the Services and provide the Goods in accordance with the Contract and the Modern Slavery Policy and for that purpose shall be entitled to have access to the Supplier's premises and to any premises of the Supplier's suppliers and Sub-contractors or agents where the Services are being performed or Goods during normal working hours on giving reasonable notice to the Supplier.
- 24.7 The Supplier shall, at its own cost, perform appropriate remedial actions to address issues or failures identified by an audit carried out pursuant to clause 24.6, within such timescales as are agreed with the Buyer. The nature of the remedial action to be taken is at the discretion of the Supplier, but such action must address the relevant findings of the audit.
- 24.8 The Supplier shall carry out an annual audit to monitor its compliance with the Buyer's Modern Slavery Policy provided or made known to the Supplier.
- 24.9 The Supplier will prepare and deliver to the Buyer no later than 31st August in each year of the Term, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or any of its business.
- 24.10 The Supplier shall conduct a programme of regular training for its Personnel, agents, suppliers and Sub-contractors and other members of its supply chain to ensure compliance with the Modern Slavery Policy;
- 24.11 The Supplier shall keep a record of all training offered and completed by the Supplier's personnel, suppliers, Sub-contractors and other members of its supply chain to ensure compliance with the Modern Slavery Policy and shall make copies of such records available to the Buyer upon request.

25 National Audit Office Access

- 25.1 For the purpose of the examination and certification of the Buyer's accounts, or any examination pursuant to Section 6(1) of the National Audit Act 1983 or any re-enactment of that Act, or of the economy, efficiency and effectiveness with which the

Buyer has used its resources, the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Supplier. The Supplier shall produce such oral or written explanations as he considers necessary.

26 Freedom of Information

- 26.1 The Supplier acknowledges that the Buyer is a public authority and subject to the requirements of FOIA and EIR and that the Buyer is under an obligation to make all information held by it available to the general public on request, unless an exemption under FOIA or EIR applies.
- 26.2 The Supplier shall not respond to any requests it may receive directly and shall send these to the Buyer immediately.
- 26.3 The Supplier shall provide the Buyer with a copy of all Information in the Supplier's possession or power in the form that the Buyer requires within five (5) Working Days of the Buyer requesting such Information and provide such assistance as the Buyer may reasonably require to enable it to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR (as the case may be).

27 Right to Audit

- 27.1 The Buyer shall retain the right to audit the Contract to fulfil any legally enforceable request, to ensure that the Goods and Services are being provided in accordance with the Contract and to verify the charging provisions.
- 27.2 The Supplier shall allow the Buyer or its professionally qualified independent auditor access to all Contract Data, unprocessed or otherwise, from commencement of the Contract, on not less than ten (10) Working Days written notice at any time during normal working hours for the purposes of auditing or otherwise inspecting them.
- 27.3 Pursuant to clause 27.1 should any audit or inspection reveal that the Buyer has been overcharged, the Supplier shall reimburse the amount of the overcharge within seven (7) calendar days. If the overcharged amount exceeds 5% the Supplier shall reimburse the cost of the audit to the Buyer.
- 27.4 The Supplier shall afford the Buyer all reasonable assistance in the carrying out of such an audit. The Buyer will ensure that any information obtained in the course of the audit concerning the Supplier's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.

28 Third Parties

- 28.1 The Buyer and the Supplier do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract.

29 Law

- 29.1 The Contract, these Conditions, any Purchase Order and any dispute or claim arising out of or in connection with any of them shall be governed and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Court.

30 Notice

- 30.1 Any notice required to be given by a party shall be in writing and service shall be effected either personally when service shall be deemed effective on delivery, or by first class recorded delivery post when service shall be deemed effective on the day after posting.

31 General

- 31.1 Each right or remedy of the Buyer or Supplier under the Contract is without prejudice to any other right or remedy of the Buyer or Supplier whether under the Contract or not.
- 31.2 Failure or delay by the Buyer or Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 31.3 No waiver by the Buyer or Supplier of any breach of this Contract by either party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 31.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 31.5 In this Contract references to any statute, statutory provision, directive of the Council of the European Union (whether issued jointly with any other person or under any other name) or other legislation include a reference to that statute, statutory provision, directive or legislation as amended, extended, re-enacted, consolidated or replaced from time to time (whether before or after the date of this Contract) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision, directive or legislation.
- 31.6 This Contract comprises the entire understanding and agreement of and between the parties with regard to the subject matter hereof and supersedes and cancels all prior representations and agreements oral and written.