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Terms and conditions for the supply of goods and services

1.1. These Terms will apply unless London & Partners specifies different terms and conditions. If different terms and conditions are specified by London & Partners those terms and conditions shall apply instead of these Terms.

1.2. In these Terms the following expressions shall have the following meanings unless inconsistent with the context:

Applicable Laws means all applicable laws, statutes, regulations from time to time in force in the territories where the Goods, Services and/or Deliverables are being supplied, provided or received.

Confidential Information means as set out in clause 8.1.

Contract means the contract between London & Partners and the Supplier for the sale and purchase of Goods and/or Services in accordance with these Terms and the applicable Purchase Order.

Data Protection Legislation means 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) and the Data Protection Act 2018.

Delivery Location means the address for delivery of the Goods as set out in the Purchase Order.

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

London & Partners means the London & Partners entity placing the Purchase Order.

Purchase Order means the order issued by London & Partners for the supply of Goods and/or Services incorporating these Terms.

Services means the services to be provided as specified in the Purchase Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder.

Supplier means the person or firm from whom London & Partners purchases the Goods and/or Services, whose details are as specified in the Purchase Order.

Terms means these terms and conditions.

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or added tax

1.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4. 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. These Terms apply to every order placed by London & Partners with the Supplier. No terms or conditions in or attached to any catalogue, invoice or other sales literature or document or tender or delivery advice note of the Supplier which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall have any effect unless expressly accepted by London & Partners in writing. In the absence of such acceptance, the Supplier shall be deemed to have withdrawn or waived their terms or conditions and to contract solely on the basis of these Terms and acceptance of any goods and/or services shall not

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constitute or be deemed to constitute acceptance by London & Partners of the Supplier's terms or conditions.

- 2.2. All of these Terms shall apply to the supply of the Goods and/or Services specified in the Purchase Order except where the application to one or the other is specified.
- 2.3. The Contract shall commence and the Supplier will be contractually bound upon the despatch of the applicable Purchase Order by London & Partners.

3. Supply of Goods and/or Services

- 3.1. All Goods supplied shall (without affecting any higher standard required under the Purchase Order):
 - 3.1.1 conform as to quantity, quality, type, sort, description, price and rates as provided for in the Purchase Order;
 - 3.1.2. be of sound materials and workmanship;
 - 3.1.3. be equal in all respects to the samples, patterns or specification (if applicable) provided by the Supplier;
 - 3.1.4. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), conform to any appropriate British Standard specification or equivalent European Specification and fit for any purpose held out by the Supplier or made known to the Supplier by London & Partners expressly or by implication, and in this respect London & Partners relies on the Supplier's skill and judgement;
 - 3.1.5. be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
 - 3.1.6. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2. London & Partners shall have the right to inspect and test the Goods at any time before delivery.
- 3.3. If following such inspection or testing London & Partners considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings London & Partners shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.4. Notwithstanding clause 3.3, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations and London & Partners shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.5. The Supplier shall provide the Services and meet any performance dates for the Services specified in the Purchase Order or otherwise notified to the Supplier by London & Partners.
- 3.6. In providing the Services, the Supplier shall:
 - 3.6.1. co-operate with London & Partners in all matters relating to the Services, and comply with all instructions of London & Partners;
 - 3.6.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 3.6.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them;
 - 3.6.4. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 3.6.5. use the best quality goods, materials, standards and techniques, and ensure that the all documents, products and materials developed by the Supplier in relation to the Services ("the **Deliverables**") and all goods and materials supplied and used in the Services and/or

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transferred to London & Partners, will be free from defects in workmanship, installation and design;

- 3.6.6. obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws;
- 3.6.7. observe all health and safety rules and regulations and any other security requirements that apply at any of the premises of London & Partners;
- 3.6.8. hold all materials, equipment and tools, drawings, specifications and data supplied by London & Partners to the Supplier ("**London & Partners Materials**") in safe custody at its own risk, and maintain the London & Partners Materials in good condition until returned to London & Partners;
- 3.6.9. not dispose or use the London & Partners Materials other than in accordance with London & Partners written instructions or authorisation;
- 3.6.10. not do or omit to do anything which may cause the London & Partners to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

4. Delivery of Goods

- 4.1. All Goods must be properly packed, secured and delivered by the Supplier to the Delivery Location at the time and in the manner specified in the Purchase Order and at the Supplier's risk and expense.
- 4.2. A delivery note must accompany the Goods and be provided to London & Partners, quoting the Purchase Order number and the type and quantity of Goods.
- 4.3. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 4.4. Title and risk in the Goods shall pass to London & Partners on the completion of delivery.

5. London & Partners remedies

- 5.1. If the Supplier fails to deliver the Goods or has delivered Goods that do not comply with the Supplier's undertakings or fails to perform the Services in accordance with clause 3 of these Terms, London & Partners shall, without limiting its other rights or remedies, have one or more of the following rights:
 - 5.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 5.1.2. 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;
 - 5.1.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
 - 5.1.4. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 5.1.5. to recover from the Supplier any costs incurred by London & Partners in obtaining substitute goods and/or services from a third party;
 - 5.1.6. where London & Partners has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
 - 5.1.7. to claim damages for any additional costs, loss or expenses incurred by London & Partners which are in any way attributable to the Supplier's failure to supply the Goods or perform the Services.
- 5.2. These Terms shall extend to any substituted or remedial Services and/or repaired or replacement Goods supplied by the Supplier.

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5.3. London & Partner's rights and remedies under these Terms are in addition to its rights and remedies implied by statute and common law.

6. Price and payment

- 6.1. The price of the Goods and/or Services shall be the price set out in the Purchase Order and excludes VAT which London & Partners shall additionally be liable to pay to the Supplier at the prevailing rate subject to the receipt of a valid VAT invoice.
- 6.2. No extra charges shall be effective unless agreed in writing with London & Partners.
- 6.3. Invoices are to be submitted in the form and to the place as set out in the Purchase Order and must: (i) contain a relevant Purchase Order number; (ii) be expressed in pounds sterling; (iii) include VAT as is chargeable on the supply of the Goods and/or Services at the prevailing rate; and (iv) show the VAT payable separately as a separate amount.
- 6.4. Invoices which do not contain the information in clause 6.1 will be rejected.
- 6.5. Unless otherwise stated in the Purchase Order, payment of the correct and proper invoices shall take place with 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 6.6. If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Barclay's Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.
- 6.7. 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 London & Partners to inspect such records at all reasonable times on request.
- 6.8. London & Partners may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to London & Partners against any liability of London & Partners to the Supplier.

7. Indemnity and insurance

- 7.1. The Supplier shall hold and keep London & Partners fully indemnified from and against all actions, costs, claims, demands and liability whatsoever in respect of: (i) any death, injury or damage to persons or property due to or arising out of the supply of the Goods and/or the performance of the Services; (ii) any breach of these Terms or any terms or obligations on the Supplier's part implied by the Sale of Goods Act 1979, Supply of Goods and Services Act 1982 or any other relevant statutory provision as may be in force from time to time; (iii) any claim made against London & Partners for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods and/or Services to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.
- 7.2. In respect of the Supplier's liability under clause 7, the Supplier shall at all times ensure that it has sufficient insurance policies in place and shall provide written evidence to London & Partners upon request.
- 7.3. This clause 7 shall survive termination of the Contract.

8. Confidentiality and Data Protection

- 8.1. A party (**receiving party**) shall keep in strict confidence all technical or commercial know how, specifications, processes or initiatives which are of a confidential nature and have been disclosed by the other party ("**disclosing party**"), its employees, agents or subcontractors and

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any other confidential information concerning the disclosing party's business and its products and services that the receiving party may obtain. The receiving party shall only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

- 8.2. Each party shall ensure that personal data is safeguarded at all times and it complies with the requirements of the Data Protection Legislation in force from time to time relating to the use of personal data.
- 8.3. The Supplier shall, and shall procure that its staff shall, comply with any notification requirements under the Data Protection Legislation.
- 8.4. When handling London & Partners personal data, the Supplier shall ensure the security of the data is maintained in accordance with the security requirements of London & Partners as notified to the Supplier from time to time.
- 8.5. This clause 8 shall survive termination of the Contract.

9. Termination

- 9.1. Without limiting its other rights or remedies, London & Partners may terminate the Contract with immediate effect by giving written notice to the Supplier if:
 - 9.1.1. the Supplier commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;
 - 9.1.2. the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; and
 - 9.1.3. the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 9.2. On termination the Supplier shall immediately deliver to London & Partners all Deliverables whether or not then complete and return all London & Partners Materials to London & Partners.
- 9.3. Clauses which expressly or by implication survive termination shall continue in full force and effect.

10. Assignment and other dealings

- 10.1. London & Partners may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 10.2. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of London & Partners.

11. Compliance

- 11.1. Each party shall not engage in any activity, practice or conduct in breach of any anti-bribery and/or anti-corruption laws including, but not limited to, the UK Bribery Act 2010.
- 11.2. The Supplier shall comply at all times with the Modern Slavery Act 2015 and any modern slavery policy of London & Partners as notified to the Supplier from time to time.

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11.3. Each party shall cooperate and assist upon request by the other party with any and all dealing with any relevant regulatory authority and shall otherwise cooperate with any regulatory authority.

12. Notices

12.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, and shall be sent to the respective party personally or by prepaid first class post or recorded delivery to the address specified in the Contract and where no such address is given at their registered office (if a company) or (in any other case) its principal place of business.

12.2. All notices shall be deemed to have been duly received however delivered at 10am on the second day after posting or delivery.

12.3. This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

13. Severance

If any provision of these Terms are held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of these Terms shall continue in full force and effect.

14. Waiver

No delay or omission by London & Partners in exercising any of its rights or remedies under these Terms or under any other Applicable Law on any occasion shall be deemed a waiver of such rights or remedies.

15. No partnership or agency

Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16. Third parties

A person who is not a party to the Contract shall not have any rights to enforce its terms.

17. Variation

Except as set out in these Terms no variation, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.

18. Jurisdiction and Governing Law

These Terms and the rights and obligations of the parties to the Contract shall be governed, interpreted and construed solely in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

19. Transparency

19.1. In the interests of transparency about public funding, London & Partners publicly reports the following information for each payment at or above a de minimis threshold of £250 (exc VAT): (i) name of the Supplier; (ii) general description of Goods and/or Services supplied under the Contract; and (iii) amount of payment under the Contract (together, the "**Transparency Information**").

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19.2. For the avoidance of doubt, the Transparency Information shall not be considered to be Confidential Information for the purposes of the Contract.

20. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate the Contract by giving seven (7) days' written notice to the affected party.

21. Subcontracting

The Supplier may not subcontract any of its rights or obligations under the Contract without the prior written consent of London & Partners. If London & Partners consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.