



## STANDARD CONDITIONS OF PURCHASE

(where personal data is transferred)

### Seller's Details

Company name	
Registered company number	
Registered Address	

### 1. Interpretation

1.1 The following definitions and rules of interpretation apply to these Conditions:

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

“**Buyer**” means Sanctuary, or the Sanctuary Group Company stated in the Order;

“**Conditions**” means these terms and conditions and any special terms and conditions agreed in writing between the Buyer and the Seller;

“**Contract**” means any contract between the Buyer and the Seller for the purchase of Goods and/or Services pursuant to an Order incorporating these Conditions;

“**Deliverables**” means all documents, products and materials developed by the Seller or its agents, subcontractors and employees in relation to the Services in any form, including, without limitation, all results, reports (including drafts), drawings, designs, computer software, pictures and data;

**“EIRs”** means the Environmental Information (Scotland) Regulations 2004 together with any guidance and/or code of practice issued by the Scottish Information Commissioner or relevant government department in relation to such regulations.

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**“FOISA”** means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Scottish Information Commissioner or relevant government department in relation to such legislation.

**“Force Majeure”** means including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

**“GDPR”** means the General Data Protection Regulations ((EU) 2016/679) and any equivalent or similar legislation in the UK;

**“Goods”** means any goods agreed in the Contract to be provided by the Seller (including any part or parts of them, and instruction or maintenance manuals thereto) pursuant to the Order in accordance with these Conditions;

**“Intellectual Property”** means any patent, registered design, copyright (including rights in software), design right, database right, moral right, trade mark, service mark, domain name, rights in confidential information and all similar property rights anywhere in the world in each case whether registered or not and including any application for registration of the foregoing;

**“Order”** means the Buyer's written instruction or Order to buy the Goods and/or Services from the Seller;

**“Personal Data”** means data which is defined as "Personal Data" by the GDPR which the Buyer, Sanctuary and Sanctuary Group Companies has provided to the Seller, or which the Seller obtains on behalf of the Buyer, Sanctuary or a Sanctuary Group Company.

**“Sanctuary”** means Sanctuary Housing Association (Regulator of Social Housing L0247 and Registered Society Number 19059R) of Sanctuary House, Castle Street, Worcester WR1 3ZQ;

**“Sanctuary Group Company”** means any entity which is from time to time a subsidiary or holding company, or a subsidiary of such a holding company, of Sanctuary (and the terms “subsidiary” and “holding company” shall have the meanings given to them by Section 1159 Companies Act 2006) and who may be designated by Sanctuary to receive any of the Services and/or Goods from time to time;

“**Seller**” means the company listed in the “Seller’s Details” section at the head of these terms, being the person, firm or company to whom an Order is addressed;

“**Services**” means any services agreed in the Contract to be provided, and any obligations to be performed, by the Seller pursuant to the Order in accordance with these Conditions;

“**Specification**” means any specifications or stipulations for the Goods and/or Services notified in writing by the Buyer to the Seller; and

“**VAT**” means value added tax charged in accordance with the Value Added Tax Act 1994 (as amended).

**1.2** Words importing the singular shall include the plural and vice versa. Words importing a gender include every gender and references to persons include an individual, company, corporation, firm or partnership. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

**1.3** A reference to a statute or statutory provision is a reference to such statute or statutory 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** Condition headings do not affect the interpretation of these Conditions.

## **2. Application of Conditions**

**2.1** Subject to any variation under Condition 2.3 below, these Conditions shall govern the Contract to the entire exclusion of all other terms or conditions (including any terms or conditions which the Seller seeks to apply, impose or incorporate), or which are implied by trade, custom, practice or course of dealing.

**2.2** Each Order for Goods and/or Services by a Buyer to the Seller is an offer the Buyer to buy Goods and/or Services subject to these Conditions and shall be deemed to be accepted on the earlier of the Seller either expressly giving notice of acceptance of the Order, or impliedly by any act by the Seller consistent with fulfilling the Order, at which date the Contract shall come into existence (“Commencement Date”).

**2.3** Any variation to the Contract shall be in writing and signed by the Buyer.

**2.4** For the purpose of Condition 2.5, ‘Rights’ shall refer to the benefit of any of the following:

- i. a right of the Buyer under the Contract; or
- ii. an obligation on the Seller under the Contract; or
- iii. a warranty or other representation by the Seller under the Contract.

**2.5** The Contract shall confer the Rights on Sanctuary and each Sanctuary Group Company without, in each case, any additional charge to Sanctuary or any Sanctuary Group Company. Sanctuary and each Sanctuary Group Company may enforce in its own capacity such Rights pursuant to the Contract.

### **3. Supply of Goods**

**3.1** The Seller shall ensure that the Goods shall be of the best available design, best quality, material and workmanship, without fault, fit for their intended purpose (as held out by the Seller or made known to the Seller by the Buyer expressly or impliedly), conform in all respects with the Order and the Specification, comply with all applicable laws and quality standards and be accompanied by comprehensive instructions.

**3.2** The Seller shall transfer or assign to the Buyer any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of part or all of the Goods.

**3.3** At any time prior to delivery of the Goods to the Buyer, the Buyer shall have the right to inspect and test the Goods.

**3.4** If the results of such inspection or testing cause the Buyer to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to the Specification, the Buyer shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity.

**3.5** The Buyer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them or any latent defect has become apparent.

**3.6** The Seller shall immediately notify the Buyer in writing providing all relevant details if it discovers that there is:

- i. any defect in the Goods which have been delivered to the Buyer at any time; or
- ii. any error or omission in the instructions for the use and/or assembly of the Goods;
- iii. which causes or may cause any risk of death, injury or damage to property.

- 3.7** If the Goods, or part thereof (including any part replaced under this Condition) fail due to faulty materials, workmanship or design within twelve months of delivery, the Seller shall replace it free of charge but without prejudice to the remedies contained in Condition 10.

#### **4. Supply of Services**

- 4.1** If the Contract is for or includes Services to be performed by the Seller, the Seller undertakes, represents and warrants to the Buyer that:

- i. the Seller shall carry out the Services strictly in accordance with the Order and the Specification, including meeting any performance dates for the Services set out therein, and ensure that the Deliverables will conform with all descriptions and specifications set out in the Specification and be fit for any purpose expressly or impliedly made known to the Seller by the Buyer);
- ii. the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances;
- iii. it will comply with and ensure that its personnel comply with all relevant legislation, regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental body;
- iv. it will maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Services; and
- v. it will comply with any reasonable instructions and guidelines issued by the Buyer and/or Sanctuary from time to time and the safety and security standards and site procedures and codes of the Buyer and Sanctuary.

- 4.2** If the Seller has failed to perform the Services (or any part thereof) due to a breach of the Seller's obligations in the Contract, the Buyer shall be entitled (without prejudice to other rights or remedies it may have) at its option to require the Seller:

- i. to remedy such breach by re-executing the Services in accordance with the Contract within seven (7) days; or
- ii. to repay or credit to the Buyer that part of the price paid by the Buyer to the Seller relating to the provision of the relevant part of the Services (exclusive of any VAT).

## **5. Indemnity**

- 5.1** The Seller shall keep the Buyer, Sanctuary and each Sanctuary Group Company, their employees, sub-contractors and agents (who shall have no duty to mitigate their loss) indemnified in full on demand against all direct, indirect or consequential liabilities (including loss of profit, loss of business, depletion of goodwill and similar loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer, Sanctuary and each Sanctuary Group Company as a result of or in connection with:
- i. defective workmanship, quality or materials including any product recall;
  - ii. an infringement or alleged infringement of any Intellectual Property caused by the use, manufacture or supply of the Goods and/or performance of the Services; and
  - iii. any claim made against the Buyer, Sanctuary and each Sanctuary Group Company in respect of any liability, loss, damage, injury, cost or expense sustained by their employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach, negligence of, or failure or delay in performance of the terms of the Contract by the Seller.

## **6. Delivery: Title and Risk**

- 6.1** The Goods shall be delivered, carriage paid, to the address set out in the Order or to such other place of delivery as is agreed by the Buyer in writing prior to delivery of the Goods.
- 6.2** The Seller shall off-load the Goods at its own risk as directed by the Buyer. The Goods shall remain at the risk of the Seller until delivery to the Buyer is complete (including off-loading and stacking) when ownership and risk in the Goods shall pass to the Buyer.
- 6.3** The date for delivery of the Goods or performance of the Services shall be specified in the Order, or if no such date is specified then delivery of the Goods or performance of the Services shall take place within 28 days of the Order. Time for delivery shall be of the essence.
- 6.4** The Seller shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

- 6.5** Unless otherwise stipulated by the Buyer in the Order, deliveries shall only be accepted by the Buyer in normal business hours. The Buyer shall be under no obligation to accept delivery of the Goods before the specified delivery time.
- 6.6** If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Buyer reserves the right to:
- i. cancel the Contract in whole or in part;
  - ii. refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
  - iii. recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the Goods in substitution from another Seller; and
  - iv. claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to deliver the Goods on the due date.
- 6.7** The Goods will be properly packed and secured, using packaging from sustainable, renewable or recycled sources, evidence of which shall be provided to the Buyer on demand. The Buyer shall be under no obligation to return any packaging material to the Seller.
- 6.8** Where the Buyer agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Seller to deliver any one instalment shall entitle the Buyer at its option to treat the whole Contract as repudiated.
- 6.9** If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.
- 6.10** The Seller shall obtain a written receipt from the Buyer.

## **7. Price and Payment**

- 7.1** The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of VAT (which the Buyer shall only pay on receipt of a valid VAT invoice) but inclusive of all other applicable charges, including delivery, packaging and import duty.
- 7.2** No variation in the price nor extra charges shall be accepted by the Buyer.

- 7.3** The Seller shall maintain complete and accurate records of the time spent and materials used by the Seller in providing the Services, and the Seller shall allow the Buyer to inspect such records at all reasonable times on request.
- 7.4** The price shall be paid in Pounds Sterling.
- 7.5** The Buyer shall be entitled to any discount for prompt payment, bulk purchase or similar discount normally granted by the Seller in comparable circumstances.
- 7.6** The Buyer shall pay the price of the Goods and/or Services within 30 days of receipt of a correct and valid invoice received on or after delivery of the Goods or completion of performance of the Services, but time for payment shall not be of the essence.
- 7.7** Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller to the Buyer against any amount payable by the Buyer to the Seller under the Contract.
- 7.8** If any sum under the Contract is not paid when due that sum shall bear interest from the due date until payment is made in full at 2% per annum over Barclays Bank plc. base rate from time to time. The Seller is not entitled to suspend deliveries of the Goods and/or the performance of the Services as a result of any sums being outstanding.

## **8. Confidentiality**

- 8.1** The Seller shall, and shall ensure that its employees, agents or sub- contractors shall, keep in strict confidence all technical or commercial know-how, specifications (including the Specification), inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Buyer or its agents and any other confidential information concerning the Buyer's business which the Seller may obtain.
- 8.2** The Seller shall not make any announcement or otherwise publicise the existence of or disclose to any person the terms of the Contract without the prior written consent of the Buyer.
- 8.3** The Seller acknowledges that the following information is not confidential and consents to the Buyer publishing such information to the general public: the Seller's name, postcode, VAT number and supplier type (e.g. large, SME or VCS); the date and value of all invoices issued pursuant to the Contract; the nature of the of expenditure (e.g. 'consultancy spend') together with a more detailed description of the Goods and/or Services being purchased to provide additional context and the transaction number.



## **9. Termination**

- 9.1** The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for any Goods or Services delivered prior to termination. Compensation for Services delivered prior to the date of termination will be calculated based upon time incurred and materials used, as evidenced pursuant to Condition 7.3. Compensation payable under this Condition 9.1 shall be the Seller's sole and exclusive remedy for termination of the Contract and the Buyer will not be liable for indirect loss, loss of anticipated profits (whether direct or indirect) or any consequential loss.
- 9.2** The Buyer shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:
- i. the Seller commits a material breach of any of the terms and conditions of the Contract, fails to remedy any other breach or commits a breach which is incapable of remedy; or
  - ii. any distress, execution or sequestration or other such process is levied upon any of the assets of the Seller; or the Seller is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or the Seller calls a meeting, gives a notice, passes a resolution or files a petition or an order is made for the purpose winding it up; or an application to appoint an administrator is made in respect of the Seller or a notice of intention to appoint an administrator is filed in respect of the Seller or an administrator is appointed over all or part of the Seller's assets; or the Seller has appointed (or a person becomes entitled to appoint) an administrative receiver or receiver over all or any part of its assets; or the Seller takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it or the Seller commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; the Seller ceases or appears in the reasonable opinion of the Buyer likely or is threatening to cease all or a substantial part of its business; a secured lender to the Seller takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security; the Seller suffers or undergoes any procedure analogous to any of those specified in this Condition 9.2(ii) or any other procedure available in the country in which the Seller is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor; or
  - iii. the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfill its obligations under the Contract has been placed in jeopardy.

**9.3** Upon termination or expiry of the Contract in whole or in part for any reason whatsoever:

- i. the relationship of the parties shall cease save as to the extent expressly provided for in Condition 9.3 (ii) below; and
- ii. any provision that is intended to survive termination either expressly or implied shall remain in force after termination; and
- iii. the parties shall immediately return to each other (or if the other party so requests, destroy) any confidential information belonging to the other party that is in its possession at the date of termination and shall certify that it has done so and shall make no further use of such confidential information; and
- iv. all Orders relating to that Contract shall be terminated.

## **10. Remedies**

**10.1** If any Goods are not supplied or Services are not performed in accordance with, or the Seller fails to comply with, any of the terms of the Contract, the Buyer shall be entitled at its discretion, whether or not any part of the Goods and/or Services have been accepted by the Buyer, to:

- i. rescind the Order; and/or
- ii. reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller; and/or
- iii. at the Buyer's option, give the Seller the opportunity (at the Seller's expense) either to remedy any defect in the Goods and/or Services or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled; and/or
- iv. refuse to accept any further deliveries of the Goods or further performance of the Services but without any liability to the Seller; and/or
- v. carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract; and/or
- vi. claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

**10.2** The Buyer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

## **11. Insurance**

**11.1** The Seller shall at its own cost effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract. The Seller shall on the written request of the Buyer from time to time provide the Buyer with reasonable details of the insurance maintained in force in accordance with this Condition and, on the renewal of each policy, the Seller shall send a copy of the premium receipt to the Buyer when requested to do so in writing by the Buyer. The Seller shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition.

## **12. The Buyer's Property/Intellectual Property**

**12.1** All materials, equipment, tools, dies, moulds, drawings, specifications (including the Specification) and data supplied by the Buyer to the Seller and any copies made by or for the Seller and all Intellectual Property in such property shall only be used for the purposes of the Contract unless otherwise authorised by the Buyer in writing. All such property shall at all times be and remain the exclusive property of the Buyer but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer and shall not be disposed of other than in accordance with the Buyer's written instructions.

**12.2** In respect of the Goods and any materials that are transferred to the Buyer as part of the Services (including without limitation the Deliverables), the Seller warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.

**12.3** Any and all Intellectual Property created or acquired in the course of or as a result of any work carried out by the Seller under or in pursuance of the Contract, shall, from the date of its creation or acquisition by the Seller and otherwise promptly upon request by the Buyer, belong exclusively, throughout the world, to the Buyer. The Seller hereby agrees and undertakes promptly at the request of the Buyer, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by the Buyer to give effect to the provisions and intentions of this Condition 12.3.

**12.4** The Seller shall grant or procure the grant of an adequate licence or sub- licence to the Buyer at no extra cost, of any Intellectual Property which the Seller does not own, incorporated or utilised in any work done by the Seller for the Buyer in pursuance of the Contract sufficient to enable the Buyer to make full use of such work and to repair, update or maintain the work in which such results are incorporated.

**12.5** The Seller warrants that the use by the Buyer or its employees, sub- contractors or agents of the materials provided as part of the Seller's performance of its obligations under the Contract will not infringe the Intellectual Property of any third party.

### **13. Assignment and Sub-Contracting**

**13.1** The Seller shall not be entitled to assign, delegate, sub-contract or transfer the Contract or any part of it without the prior written consent of the Buyer, other than for the supply of materials, provided that the Seller shall remain responsible for all work done by the sub-contractor as if it were executed by the Seller.

**13.2** The benefit of the Contract shall be freely assignable by the Buyer and, in the event of any such assignment, all references in the Contract to the Buyer shall be deemed to include its assigns.

### **14. Force Majeure**

**14.1** The Buyer reserves the right to suspend delivery or payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered if it suffers a Force Majeure event.

**14.2** If either party is affected by any Force Majeure event, it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

### **15. Compliance**

**15.1** Any breach of this Condition 15 by the Seller shall be deemed a material breach of the agreement and shall entitle the Buyer to terminate the agreement in accordance with Condition 9.

#### **Data Protection**

**15.2** The Parties acknowledge that Sanctuary is a Controller and the Supplier is a Processor in relation to the Data.

- 15.3** To the extent not stated elsewhere in this Agreement, Schedule 1 set outs the following information in relation to the Data:
- a. subject-matter of the Processing;
  - b. duration of Processing;
  - c. nature and purpose of the Processing;
  - d. type of Data; and
  - e. categories of Data Subject.
- 15.4** The Supplier shall no less than once every twelve (12) months during the term of this Agreement:
- a. Review Schedule 1 to ensure that it remains up-to-date and shall agree any changes required with Sanctuary in writing;
  - b. complete and return to Sanctuary the questionnaire shown in Schedule 1 or any revised or amended questionnaire issued by Sanctuary from time to time; and
  - c. provide any other information requested by Sanctuary on an annual basis.
- 15.5** The Supplier shall:
- a. Process the Data only on the documented instructions of Sanctuary as set out in this Agreement and in the performance of any obligation in this Agreement and ensure it takes steps to ensure that its personnel and those of its sub-contractors only Process Data on documented instructions from Sanctuary, unless required to do otherwise by applicable law. If the Supplier is aware that or of the opinion that any instruction given by Sanctuary breaches the Data Protection Laws or data protection law of any European Union Member State, the Supplier shall immediately inform Sanctuary of this giving details of the breach or potential breach;
  - b. ensure that its personnel and personnel of any sub-contractors who are authorised to Process Data are under obligations of confidentiality that are enforceable by the Supplier and/or Sanctuary;

- c. take the measures that are expressed to be obligations of the Processor under the Data Protection Laws (including without limitation as set out in Article 32 of the Regulation) in order to ensure the appropriate level of security for the Data;
- d. taking into account the nature of the Processing, assist Sanctuary with its obligations to comply with Data Subjects' requests and Data Subjects' rights under the Data Protection Laws (including, without limitation, as set out in Chapter III of the Regulation) through the use of appropriate technical and organisational measures;
- e. taking into account the nature of processing and the information available to the Supplier, assist Sanctuary in ensuring compliance with Sanctuary's obligations under the Data Protection Laws (including, without limitation, as set out in Articles 32-36 of the Regulation);
- f. at the written election of Sanctuary, either:
  - i. securely destroy the Data (including all copies of it); or
  - ii. return the Data (including all copies of it) to Sanctuary in the format required by Sanctuary which retains the integrity of the Data,
  - iii. at any time upon request by Sanctuary or promptly upon termination or expiry of this Agreement;
- g. provide all information necessary to demonstrate the Supplier's and any Sub-Processor's compliance with this Clause 15 and allow Sanctuary and its authorised representatives, upon reasonable prior written notice to the Supplier, reasonable access during normal business hours to any relevant premises and documents to inspect the procedures and measures referred to in this Clause 15;
- h. not Process or transfer Data outside of the European Economic Area (or any country deemed adequate by the European Commission pursuant to Directive 95/46/EC or the Regulation) without the prior written consent of Sanctuary and without putting in place adequate protection for the Data to enable compliance by Sanctuary and the Supplier with their obligations under the Data Protection Laws;
- i. at all times perform its obligations under this Agreement in such a manner as not to cause Sanctuary in any way to be in breach of the Data Protection Laws; and
- j. perform its obligations under this Agreement (and any other agreement relating to the provision of the Services) in full compliance with the Data Protection Laws and all applicable

guidelines, statutory orders, supplementary laws and codes of practice issued by relevant regulators pursuant to or in connection with the Data Protection Laws.

- 15.6** Other than the parties set out in Schedule 1, the Supplier shall not appoint any third party, including consultant, sub-contractor, agent or professional adviser or other third party which may receive and/or have access to Data ("**Sub-Processor**") without the prior written consent of Sanctuary.
- 15.7** If Sanctuary consents to the appointment of any Sub-Processor under Clause 15.6, the Supplier shall put in place in writing with any Sub- Processor contractual obligations which are at least equivalent to the obligations imposed on the Supplier pursuant to this Clause 15 including obligations which provide sufficient guarantees from the Sub-Processor that the processing meets the requirements of the Data Protection Laws. The Supplier shall be liable to Sanctuary for any failure of any such Sub- Processor to comply with such equivalent data protection obligations (including where the Supplier is in breach of its obligation to put such obligations in writing with the Sub-Processor).
- 15.8** The Supplier shall indemnify and keep indemnified Sanctuary against all costs, claims, losses, damages, fines and expenses (including legal expenses) suffered or incurred by Sanctuary arising out of, or in connection with, any breach of the Data Protection Laws or any obligation of this Clause 15 by the Supplier, its Sub-Processor and/or its representatives.

### **Anti-Bribery**

- 15.9** The Seller undertakes that it:
- i. has not committed an offence under Sections 1, 2, 6 or 7 of the Bribery Act 2010 (a "Bribery Offence");
  - ii. has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the Bribery Act 2010;
  - iii. is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010.
- 15.10** The Seller agrees that it:
- i. has in place, and shall maintain until termination of the Contract, adequate documented procedures designed to prevent persons associated with the Seller (including an employee, sub-contractor or agent or other third party working on behalf of the Seller or any Group Company) (an "Associated Person") from committing a Bribery Offence; and

- ii. shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and
- iii. shall not do or permit anything to be done which would cause the Buyer or any of the Buyer's employees, sub-contractors or agents to commit a Bribery Offence or incur any liability in relation to the Bribery Act; and
- iv. shall notify the Buyer immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Seller's obligations under this Condition 15.10. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Seller's obligations.

## **Modern Slavery**

**15.11** The Seller undertakes, warrants and represents that:

- i. neither the Seller nor any of its officers, employees, agents or subcontractors has:
  - a. committed an offence under the Modern Slavery Act 2015 (an "MSA Offence"); or
  - b. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
  - c. 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;
- ii. it shall comply with the Modern Slavery Act 2015 and the Modern

## **Slavery Policy;**

- iii. its responses to the Buyer's requests for information relation to modern slavery, its supply chain, its labour practices and its steps to comply with and achieve the objectives of the MSA are complete and accurate; and
- iv. it shall notify the Buyer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of Seller's obligations under this Condition 15.11. Such notice to set out full details of the circumstances concerning the breach or potential breach of Seller's obligations.

**15.12** The Seller shall:

- i. promptly fully and accurately respond to the Buyer or Sanctuary's request for information relating to modern slavery, its supply chain, labour practices



and its steps to comply and achieve the objectives of the Modern Slavery Act 2015;

- ii. to the extent that the Seller is required under the Modern Slavery Act 2015 or equivalent laws in any jurisdiction is required to create a modern slavery policy and/or publish a statement then it shall provide such documents to.

## **16. Freedom of Information (FOIA/FOISA)**

### **16.1 England**

- i. The Group acknowledges that the Customer is not currently subject to the requirements of the FOIA and the Environmental Information Regulations, however, should the Customer become subject to the Regulations during the Term, the Service Provider shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

### **16.2 Scotland**

In this Agreement, the terms "Information" and "Request for Information" shall have the meanings set out in the Freedom of Information (Scotland) Act 2002 ("**FOISA**") or the Environmental Information (Scotland) Regulations 2004 (the "**EIRs**") as applicable.

- i. The Supplier acknowledges that Sanctuary is subject to the requirements of FOISA and the EIRs and shall promptly and fully assist and cooperate with Sanctuary to enable Sanctuary to comply with its obligations in respect of those requirements.
- ii. Where the Supplier receives a Request for Information it shall:
  - a. inform Sanctuary of its receipt as soon as reasonably practicable, and in any event no later than 2 working days of its receipt;
  - b. provide a copy of the Request for Information to Sanctuary, together with all other information as the Supplier considers reasonably relevant to the request within 2 working days of receipt of the Request for Information by the Supplier; and
  - c. provide Sanctuary with a copy of all information belonging to Sanctuary requested in the Request for Information which is in its possession or control in the form that Sanctuary requires within 2 Business Days (or such other period as Sanctuary may reasonably specify) of Sanctuary's request for such information.
- iii. The Supplier shall not respond directly to a Request for Information unless authorised in writing to do so by Sanctuary.

- iv. If the Supplier submits any information to Sanctuary which it considers confidential or sensitive, the information will only be protected against disclosure by Sanctuary if it is marked as such at the time of disclosure and if in Sanctuary's reasonable opinion it qualifies under one of the exemptions set out in the FOISA or exceptions within the EIRs. Sanctuary's decision on this will be final.
- v. The Supplier acknowledges that in respect of a Request for Information made to Sanctuary, Sanctuary may disclose information relating to the appointment of the Supplier under this Agreement to third parties, subject to certain exemptions under FOISA or exceptions within the EIRs. The Supplier further accepts and acknowledges that the decision to disclose information and the application of any such exemptions under FOISA or exceptions within the EIRs that would apply to the Request for Information will be at Sanctuary's sole discretion.

## **17. General**

- 17.1** Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer whether under the Contract or not.
- 17.2** Any notice or other communication required to be given to a party under or in connection with these Conditions shall be in writing and shall be delivered to the other party personally or sent by pre-paid first class post at its registered office. The notice shall be deemed to be delivered if personally, when left at the registered office address or if sent by pre- paid first class post, on the second Business Day after posting.
- 17.3** If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 17.4** Any waiver by the Buyer of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default of that or any other provision of the Contract.
- 17.5** Other than Sanctuary and each Sanctuary Group Company who may enforce its Rights under a Contract pursuant to Condition 2.5, the parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. Notwithstanding Condition 2.5, it is expressly agreed that the parties may rescind or vary the Contract without the consent of Sanctuary and each Sanctuary Group Company notwithstanding that such rescission or variation may

extinguish or alter that Sanctuary or Sanctuary Group Company's entitlement under that right.

- 17.6** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

**SCHEDULE 1**  
**Data Protection Particulars**

Information in relation to the Data:

As per Clause 15.3 - Information in relation to the Data:

(a)	Subject-matter of the processing	[Processing as required to enable the Supplier to provide the Services under the terms of this Agreement]	
(b)	Duration of the processing	[The term of this agreement]	
(c)	Nature and purpose of the processing	[Describe nature and purpose of data processing]	
(d)	Type of Data	[List types of Data shared]	
(e)	Categories of Data Subject	[List categories of Data Subject]	

As per clause 15.5 add a list of agreed sub-processors if relevant:


The Seller hereby agrees that the Contract shall be subject to these Conditions to the exclusion of all other terms and conditions.

Signed for and on behalf of the Seller

Print name

Position

Date