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PSI TERMS AND CONDITIONS OF CONTRACT FOR SUPPLIES

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1. Definitions and Interpretation

- In these terms and conditions of contract for the purchase of goods ("Conditions"):
 - the "Purchaser" means the Power Systems International Limited;
 - "Purchaser's Premises" means land or buildings owned or occupied by the Purchaser;
 - the "Contract Price" means the price in respect of the goods inclusive of packaging, marketing, handling, freight and delivery, insurance and any other applicable costs and charges but excluding Value Added Tax;
 - "Confidential Information":
 - means all information obtained by the Seller from the Purchaser or any other party relating to and connected with the Contract and the Services; but
 - does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Purchaser publishes them by virtue of Condition 47;
 - the "Contract" means the agreement concluded between the Purchaser and the Seller for the supply of Goods, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;
 - the "Seller" means the person who agrees to supply the Goods provided for in the Contract and includes any person to whom all or part of the Seller's obligations are assigned pursuant to Condition 4;
 - "Purchaser's Property" means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Purchaser, including but not limited to documents, papers, data issued in electronic form and other materials;
 - "Intellectual Property Rights" means patents, trademarks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, know how, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;
 - the "Goods" means the goods to be supplied under the Contract;
 - "Purchase Order" means the document so described by the Purchaser to purchase the Goods which makes reference to the Conditions.
- The interpretation and construction of the Contract shall be subject to the following provisions:
the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;
references to "person", where the context allows, includes a corporation or an unincorporated association.

2. Acts by the Purchaser

Any decision, act or thing which the Purchaser is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Purchaser to take or do that decision, act or thing.

3. Service of Notices and Communications

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery or facsimile transmission. Notice given by hand shall be effective immediately, notice given by recorded postal delivery shall be effective three working days after the date of posting, notice given by facsimile transmission shall be effective the working day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded.

4. Assignment & Sub-contracting

- The Seller shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Purchaser.
- The Seller shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Purchaser.
- If the Seller uses a sub-contractor for the purpose of providing the Goods, the Seller shall include in the relevant contract a provision which requires the Seller to pay for those goods or services within no more than 60 days of the Seller receiving a correct invoice from the sub-contractor.
- The Seller shall be responsible for the acts and omissions of his sub-contractors as though they were his own.
- The Purchaser shall be entitled to assign any or all of its rights under the Contract to any contracting party, provided that such assignment shall not materially increase the burden of the Seller's obligations under the Contract.

5. Entire Agreement

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

6. Waiver

- The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- No waiver shall be effective unless it is communicated to the other party in writing.
- A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

7. Severability

If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or any other competent body in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

8. Confidentiality

- The Seller agrees not to disclose any Confidential Information to any third party without the prior written consent of the Purchaser. To the extent that it is necessary for the Seller to disclose Confidential Information to its staff, agents and sub-contractors, the Seller shall ensure that such staff, agents and sub-contractors are subject to the same obligations as the Seller in respect of all Confidential Information.
- Condition 8 shall not apply to information which:
 - is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
 - is in the possession of the Seller, without restriction as to its disclosure, before receiving it from the Purchaser.;
 - is required by law to be disclosed;
 - was independently developed by the Seller without access to the Confidential Information.
- The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.
- The Seller shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Purchaser.
- Except with the prior consent in writing of the Purchaser, the Seller shall not make use of the Contract or any Confidential Information otherwise than for the purposes of supplying the Goods.

9. Amendments and Variation

No amendment or variation to the terms of the Contract including these Conditions shall be valid unless previously agreed in writing between the Purchaser and the Seller.

10. Invoices & Payment

- The Seller shall submit invoices at times or intervals agreed by the Purchaser in the Contract or otherwise in the Purchase Order. The Seller shall ensure that any invoice it submits sets out the Purchaser's Purchase Order, the amount and, where not all of the Goods or Services have been supplied, the Goods or Services which the invoice relates have been supplied, confirmation when those Goods or Services will be supplied and its confirmation that the Goods have been supplied. Invoices without a valid Purchase Order will be rejected and it is the seller's sole responsibility to ensure that they have received a valid Purchase order prior to commencing work. The purchaser will have no responsibility for costs incurred prior to a Purchase Order being raised.
- In consideration for the supply of the Goods by the Seller, the Purchaser shall pay the amount after receiving a correctly submitted invoice as set out in paragraph (1) of this Condition. Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.
- The Seller shall not be entitled to charge for the supply of any goods that are not part of the Goods agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition [9].
- The Purchaser may reduce payment in respect of any Goods that the Seller has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Purchaser.
- If the Seller believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to his satisfaction, he should write to the Managing Director.
- For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Purchaser received the invoice, or, if the Seller had not supplied the Goods before submitting the invoice, the last day of a period of 30 days commencing on the day when the Seller supplied the Goods.

11. Accounts

- The Seller shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Purchaser and all payments made by the Purchaser in respect of the Goods.
- The Seller shall permit the Purchaser by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Seller or at such other places as the Purchaser shall direct, and to take copies of such accounts, records and vouchers and the Seller shall provide the Purchaser or its independent auditor with such explanations relating to that expenditure as the Purchaser may request.
- The Seller shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

12. Recovery of Sums Due

- Whenever under the Contract or otherwise any sum of money shall be recoverable from or payable by the Seller, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Seller under this Contract or any other agreement or arrangement with the Purchaser.
- Any over-payment by the Purchaser to the Seller whether in respect of the charges or Value Added Tax shall be a sum of money recoverable from the Seller pursuant to paragraph (1) of this Condition or otherwise.

13. Value Added Tax

- The Purchaser shall pay to the Seller, in addition to the charges, a sum equal to the Value Added Tax chargeable on the value of the Goods provided in accordance with the Contract.
- Any invoice or other request for payment of monies due to the Seller under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.
- The Seller shall, if so requested by the Purchaser, furnish such information as may reasonably be required by the Purchaser relating to the amount of Value Added Tax chargeable on the Goods.

14. Delivery

- The Goods shall be delivered at such times, at such places and in such manner as is specified in the Contract.
- Unless the Contract specifically otherwise provides, time of delivery shall be of the essence and failure to deliver within the specified time shall entitle the Purchaser, at its option, and without prejudice to its other rights and remedies, to treat such failure as a fundamental breach of Contract so as to release the Purchaser from any obligation to accept the Goods or pay for them, or entitle it to cancel by notice in writing to the Seller all or part of any order in relation to the Goods.
- Any access to the Purchaser's Premises and any labour and equipment provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability in respect of any actions, claims, demands, costs and expenses incurred by third parties (including any agent of the Purchaser) for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Purchaser or agent thereof.
- Where any access to Purchaser Premises is necessary in connection with delivery or installation, the Seller and his sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's site policies and procedures.

15. Inspection

- The Purchaser may inspect or arrange for the inspection of all or any of the Goods in the course of production at the Seller's premises, or the premises where the goods are being produced, at any reasonable time.
- Without prejudice to the Purchaser's right of inspection under (1) of this Condition, the Purchaser may inspect or arrange for the inspection of all or any of the Goods at the Seller's premises or premises where the goods have been produced, or after delivery, or as otherwise provided in the Contract.
- When the Purchaser wishes to exercise its right of inspection under this Condition, the Seller shall give the Purchaser full and free access to the said premises as and when required for that purpose and shall provide at its own expense all such accommodation and facilities in connection with the inspection and all appliances, materials and labour required for inspection purposes as the Purchaser may reasonably require.

16. Rejection of the Goods

- The Purchaser may reject any Goods which on inspection are found not to conform with the requirements of the Contract.
- The Purchaser may reject the whole of any consignment of the Goods if an inspection shows that:
 - such proportion or percentage of the Goods in that consignment as the Contract may specify as being appropriate for the purposes of this Condition; or
 - such samples taken indiscriminately from that consignment by the Purchaser, do not conform with the requirements of the Contract.
- When under this Condition the Purchaser rejects any Goods or consignment after delivery, the Seller shall, subject to the provisions of paragraph (7) of this Condition, at his own expense remove the rejected Goods and shall do so within such period as is provided by the Contract or, if the Contract makes no such provision, within 8 working days of the Purchaser's notice of rejection.
- If the Seller fails to remove the Goods or any of them in accordance with paragraph (3) of this Condition, the Purchaser may return the rejected Goods or any of them to the Seller at the Seller's risk, the cost of carriage being recoverable by the Purchaser from the Seller.
- When under this Condition the Purchaser rejects any Goods or consignment after delivery, the Seller shall at its own expense deliver in the place of the rejected Goods, Goods which conform with the requirements of the Contract and shall do so within the period for delivery stipulated in the Contract or within such further reasonable period as the Purchaser may allow.
- If the Seller considers himself aggrieved by a rejection under this Condition, he may give the Purchaser notice of objection. Such notice shall be given within 8 working days from the Purchaser's notice of rejection and before removing the rejected Goods from the Purchaser. The objection shall constitute a dispute between the parties, which, if not otherwise resolved within a reasonable time, shall be dealt with in accordance with the provisions of the Contract relating to the settlement of disputes. If the Seller gives notice of objection the Goods shall not be removed until the Purchaser so requires.
- If any Goods whether completed or in course of production are rejected on inspection by the Purchaser, the same shall, if the Purchaser so requires, be marked in a manner satisfactory to the Purchaser to ensure their subsequent identification as rejected Goods.

17. Loss or Destruction of or Damage to the Goods

- The Seller is responsible for the Goods and any materials, equipment, fittings or things acquired or allocated by it for incorporation therein until delivery has been effected in accordance with Condition 14 and the Seller shall make good any loss or destruction of or damage to the Goods or any such materials, equipment, fittings or things however sustained which may occur before such delivery.
- Paragraph (1) of this Condition shall apply notwithstanding that the Goods concerned may have been inspected in accordance with the Contract or that the property therein may have passed, in accordance with provisions specifically made in the Contract, from the Seller to the Purchaser or its agent earlier than upon delivery.
- Unless the Contract specifically provides otherwise, the Seller is not responsible for the Goods after delivery save that he shall become responsible in all respects for any Goods which under Condition 16 the Purchaser rejects after delivery, and such responsibility shall take effect upon the Seller:
 - removing the Goods in accordance with paragraph (3) of Condition 16; or
 - upon the returning of the Goods to the Seller in accordance with paragraph (4) of Condition 16; or
 - if he fails so to remove the Goods, or if the Purchaser does not exercise the right to return the Goods, on the expiry of the period provided by the Contract or, where no such period is provided, on the expiry of the 8th working day after the Purchaser's notice of rejection of the Goods.
- Notwithstanding the provisions of paragraph (3) of this Condition, the Seller shall not be responsible for any Goods which remain in the possession of the Purchaser after the Purchaser has rejected them for so long as they so remain after notice of objection to the rejection has been given under paragraph (6) of Condition 16 and the dispute between the parties relating to the rejection remains unresolved.

18. Acceptance of the Goods

- Acceptance of the Goods or a consignment of Goods shall take place when the Purchaser confirms acceptance of the Goods in accordance with the procedure specified in the Contract, and if none is so specified, the Purchaser shall be deemed to have accepted the Goods or a consignment of Goods without prejudice to any remedies, on the occurrence of any of the following:
 - the Purchaser takes the Goods into use;
 - the Purchaser fails to exercise its right of rejection of the Goods under Condition 14 within any period specified for that purpose in the Contract;
 - where no period for exercising the right of rejection is specified in the Contract a reasonable time has elapsed since delivery of the Goods was effected in accordance with the manner specified under Condition 15 or in accordance with the Contract.
 - Marking of Goods
- If so required by the Contract, the Seller shall at its own expense mark or permit the representative of the Purchaser to mark all approved materials, Goods or parts thereof with recognised Government marks. In the case of materials, Goods or parts thereof which cannot be so marked, the same shall, if so required by the Purchaser, be packed in suitable packages or cases, each of which shall be sealed and shall have the Government mark placed on the seals.

19. Identification of the Goods

All goods which customarily have any mark, tab, brand, label or other device indicating place of origin, inspection by anybody or standard of quality must be delivered with all the said marks, tabs, brands, labels or other devices intact.

20. Packaging Containers and Pallets

Unless otherwise provided in the Contract, the Purchaser will not be obliged to return any containers (including packing cases, boxes, pallets, tins, drums and wrappings) supplied by the Seller, and the cost of such containers shall be considered as having been included in the charges.

21. Late Delivery Penalties

Unless specifically waived and accepted by Power Systems International Limited, a late delivery charge of 0.1% will be charged per day from the agreed delivery date, up to a maximum of 10% of the value of the goods. Late delivery beyond that point may, at the sole discretion, of Power Systems International Limited be cancelled at no cost to Power Systems International Limited. All costs relating to any such cancellation will be the sole responsibility of the supplier.

22. Specification and Quality Assurance

- The Goods shall be of the quality and kinds described and equal in all respects to the description, specification, patterns and Seller's samples which form part of the Contract or are otherwise relevant for the purpose of the Contract. Except in so far as may otherwise be indicated by such descriptions, specifications, patterns or Seller's samples, the Goods shall be strictly in compliance with the latest British Standards (or equivalent international Standard) where such exist.
- The Seller shall ensure that the design, construction, quality and safety of any goods manufactured or supplied by it comply with any Rule or Regulations which may be in force at the time.
- The Seller shall, if so requested by the Purchaser, furnish details of its quality management system and produce evidence, if appropriate, of certification to BS5750/EN29000/ ISO9000 or equivalent.

23. Default by Seller

- If the Seller commits a material breach of any term of the contract, either in relation to time of delivery or otherwise, the Purchaser shall be entitled (whether or not the goods have been accepted by the Purchaser and whether the property in the goods has passed to the Purchaser) to take any of the following actions at its discretion:-
 - terminate the contract under clause 25;
 - return the Goods or any part thereof to the Seller. The Seller shall pay any costs incurred thereby. The Purchaser shall be entitled to be repaid in full for any Goods so returned;
 - give the Seller the opportunity to replace, repair or reinstate the Goods at the Seller's expense so that they comply with the terms of the contract;
 - refuse to accept any further deliveries of Goods without any liability to the Seller;
 - carry out at the Seller's expense such work as may be necessary to make the Goods comply with the contract;
 - claim such damages, cost and expenses as the Purchaser may have sustained in consequence of any breach of the terms of the contract or failure by the Seller any statutory or other legal obligations specified or implied by law;
- These rights shall be in addition to and without prejudice to any rights the Purchaser may have.

24. Termination for Insolvency or Change of Control

- The Seller shall notify the Purchaser in writing immediately upon the occurrence of any of the following events:
 - where the Seller is an individual, if a petition is presented for his bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
 - where the Seller is not an individual but is a firm or a number of persons acting together, if any event in Condition 24(1)(a) or (c) occurs in respect of any partner in the firms or any of those persons, or if a petition is presented for the Seller to be wound up as an unregistered company; or
 - where the Seller is a company or a limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company or limited liability partnership makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or
 - the Seller undergoes a change of control, where "control" has the meaning given in Section 416 of the Income and Corporation Taxes Act 1988.
- After receipt of the notice under paragraph (1) above or earlier discovery by the Purchaser of the occurrence of any of the events described in that paragraph, the Purchaser may, by notice in writing to the Seller, terminate the Contract with immediate effect without compensation to the Seller and without any prejudice to any right or action or remedy which may accrue to the Purchaser thereafter. The Purchaser's right to terminate the Contract under Condition 24(1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Seller pursuant to Condition 24(1), or such other period as is agreed by the parties.

25. Termination for Breach of Contract

If either party commits a material breach of any term of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or otherwise in relation to the Contract.

26. Cancellation

The Purchaser shall be entitled to terminate the Contract by giving to the Seller not less than 28 days' notice in writing to that effect.

27. Dispute Resolution

- The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.
- The supply of the Goods shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.

- If the parties agree to refer the dispute to mediation:
 - in order to determine the person who shall mediate the dispute (the "Mediator") the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Government Procurement Service on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;
 - the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from Government Procurement Service to provide guidance on a suitable procedure;
 - unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
 - if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the Purchaser and the Seller;
 - failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.
- If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 27(4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

28. Purchaser's Property

- All Purchaser's Property shall remain the property of the Purchaser and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Purchaser.
- All Purchaser's Property shall be deemed to be in good condition when received by or on behalf of the Seller unless he notifies the Purchaser to the contrary within 14 days or such other time as is specified in the Contract.
- The Seller undertakes to return any and all Purchaser's Property on completion of the Contract or on any earlier request by the Purchaser.
- The Seller shall, except as otherwise provided for in the Contract, repair or replace or, at the option of the Purchaser, pay compensation for all loss, destruction or damage occurring to any Purchaser's Property caused or sustained by the Seller, or by his servants, agents or sub-contractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Purchaser's Premises or any other Government premises, this Condition shall not apply to the extent that the Seller is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the negligence or default of his servants, agents, or sub-Sellers.
- Where the Purchaser's Property comprises data issued in electronic form to the Seller (including personal data as defined in Condition 38(1) below) the Seller shall not store, copy, disclose or use such electronic data except as necessary for the performance by the Seller of its obligations under the Contract (including its obligation to back up electronic data as provided in Condition 28(6) below) or as otherwise expressly authorised in writing by the Purchaser.
- The Seller shall perform secure back ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.
- The Seller shall, and shall procure that its sub-contractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Seller removes any such data or information from a Government establishment, or is sent such data or information by the Purchaser it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Seller shall impress on any of its sub-contractors, agents and personnel who are required to handle or have possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.
- If at any time the Seller suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that the Seller alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Seller's default so as to be unusable then the Seller shall notify the Purchaser immediately and inform the Purchaser of the remedial action the Seller proposes to take.
- The Seller shall indemnify the Purchaser against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Seller or sub-contractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in such corruption, loss or degradation.

29. Indemnities

- The Seller shall not be liable for any loss, damage or delay suffered by the Purchaser to the extent that such loss, damage or delay is attributable to instructions given by or on behalf of the Purchaser.
- Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Purchaser or its representatives in their personal capacity.
- The Seller undertakes to indemnify and keep indemnified the Purchaser from and against any and all loss, damage to property or bodily injury, or liability (whether criminal or civil) suffered by the Purchaser, its employees or agents or any third party resulting from a breach of the Contract by the Seller or any negligent act, neglect or default of the Seller, his employees or agents in the performance of the Contract.
- The Purchaser shall indemnify the Seller against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of copyright, patent, registered design or other property right used at the request of the Purchaser by the Seller in the course of undertaking the Contract.

30. Insurance

The Seller shall insure against its liability under Condition 29 (3) with a minimum limit of indemnity of 1,000,000 GBP or such other sum as may be agreed in writing between the Seller and the Purchaser.

31. Corrupt Gifts and Payments of Commission

- The Seller shall not:
 - offer or give, or agree to give, to any person employed by or on behalf of the Purchaser any gift or consideration of any kind as an inducement or reward for doing, or having done, or not doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Purchaser, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Purchaser;
 - enter into the Contract or any other contract with the Purchaser or any connected parties in connection with which commission has been paid, or agreed to be paid by him or on his behalf, or to his knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Purchaser to act as its representative for the purpose of this Condition.
 - Nothing contained in this Condition shall prevent the Seller paying such commission or bonuses to his own staff in accordance with their agreed contracts of employment.
- Any breach of this Condition by the Seller, or by anyone employed by him or acting on his behalf (whether with or without his knowledge), or the commission of any offence by the Seller or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts 1889-1916, in relation to this Contract or any other contract with the Purchaser, shall entitle the Purchaser to terminate the Contract with immediate effect and recover from the Seller the amount of any loss resulting from such termination and the amount of the value of any such gift, consideration or commission as the Purchaser shall think fit.
- Where the Contract has been terminated under paragraph (2) of this Condition, there shall be deemed to be a failure to commence the supply of the Goods, enabling the Purchaser to terminate the Contract with immediate effect and the Purchaser will not be obliged to pay the Contract Price.
- In any dispute, difference or question arising in respect of:
 - the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Seller under paragraph (2) of this Condition in respect of any loss resulting from such determination of the Contract); or
 - the right of the Purchaser to determine the Contract; or
 - the amount or value of any gift, consideration or commission, the decision of the Purchaser shall be final and conclusive.

32. Official Secrets

The Seller's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Seller shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or earlier termination of the Contract.

33. Special Provisions

In the case of any conflict or inconsistency between these general Conditions and any specific terms of the Contract, the latter shall prevail.

34. Conflict of Interest

- The Seller shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Purchaser in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Purchaser may reasonably require.
- Where the Purchaser is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, the Purchaser may require the Seller to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:
 - if the Seller fails to comply with the Purchaser's requirements in this respect; or
 - if, in the opinion of the Purchaser, it is not possible to remove the conflict,

the Purchaser may terminate the Contract immediately and recover from the Seller the amount of any loss resulting from such termination.

- Notwithstanding paragraph (2) of this Condition, where the Purchaser is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Seller of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Purchaser may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Seller the amount of any loss resulting from such termination.

35. Intellectual Property Rights

- The Seller warrants that the supply of the goods specified in this contract does not and will not infringe the intellectual property rights of every kind of any third party.
- The Seller shall ensure that all royalties licence fees or similar expenses in respect of intellectual property used in connection with the Goods have been paid and are included with the Contract price.

36. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

37. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

38. Data Protection

- In this condition references to "personal data", "data subjects" and "data processor" are to be interpreted as defined in the Data Protection Act 1998 ("the Act"). The Seller shall comply with all relevant provisions of the Act and do nothing which causes, or may cause, the Purchaser to be in breach of its obligations under the Act. In particular, to the extent that the Seller acts as a data processor in respect of any personal data pursuant to the Contract, the Seller shall only process such personal data as is necessary to enable it to fulfil its obligations under this Contract.
- The Seller warrants that it has appropriate technical and organisational measures in place to protect any personal data it is processing on the Purchaser's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction or damage and undertakes to maintain such measures during the course of this Contract. The Seller shall also take all reasonable steps to ensure the reliability of its staff having access to any such personal data.
- Upon reasonable notice the Seller shall allow the Purchaser access to any relevant premises owned or controlled by it to enable the Purchaser to inspect its procedures described at Condition 38(2) above and will upon the Purchaser's request from time to time prepare a report for it on the technical and organisational measures it has in place to protect the personal data it is processing on the Purchaser's behalf.
- The Seller shall at its own cost, at the Purchaser's request, assist the Purchaser to comply with any requests for access to personal data under Section 7 of the Act and in particular shall respond to any such request promptly to enable the Purchaser to comply with its obligations under the Act. When requested by the Purchaser the Seller shall at its own cost promptly provide it with any personal data relating to this Contract.
- If the Seller fails to comply with any provision of this condition, the Purchaser may terminate the Contract immediately in which event the provisions of Condition 25 shall apply.
- The Seller shall indemnify the Purchaser against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Purchaser by any person in respect of the Act or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Seller or its sub-contractors and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Purchaser being in breach of its obligations under the Act or equivalent applicable legislation in any other country.
- The Seller warrants that it has submitted, pursuant to Section 18(1) of the Act, a notification to the Information Commissioner and shall keep that notification up to date.
- The Seller shall not transfer any personal data outside the European Economic Area unless authorised in writing to do so by the Purchaser.

- Upon the termination of this Contract for whatever reason the Seller shall, unless notified otherwise by the Purchaser or required by law, immediately cease any processing of the personal data on the Purchaser's behalf and as requested by the Purchaser destroy or provide the Purchaser with a copy on suitable media.
- The Seller shall promptly carry out any request from the Purchaser requiring it to amend, transfer or delete the personal data or any part of the personal data.
- Where the Seller is required to collect any personal data on behalf of the Purchaser, it shall ensure that it provides the data subjects from whom the personal data are collected with a data protection notice in a form to be agreed with the Purchaser.

39. Non-discrimination

The Seller shall not unlawfully discriminate within the meaning and scope of the anti-discrimination legislation within the UK in relation to the supply of the Goods or otherwise and shall take all reasonable steps to ensure that all servants, employees or agents of the Seller and all sub-contractors employed in the execution of the Agreement do not unlawfully discriminate.

40. Disability Equality Scheme

The Purchaser is subject to the Disability Discrimination Act 1995 as amended by the Disability Discrimination Act 2005. The Purchaser has published a Disability Equality Scheme, which is set out on the Purchaser's website. The Seller shall, and shall procure that its sub-contractors, agents and personnel, comply with both the Disability Discrimination Act 1995 as amended by the Disability Discrimination Act

2005 and the Purchaser's Disability Equality Scheme. Upon the Seller breaching either the applicable law or the Purchaser's Disability Equality Scheme the Purchaser shall be entitled to terminate the Contract with immediate effect by notice in writing to the Seller and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

41. Race Equality Scheme

The Purchaser is subject to the Race Relations (Amendment) Act 2000. The Purchaser has published a Race Equality Scheme, which is set out on the Purchaser's website. The Seller shall, and shall procure that its sub-contractors, agents and personnel, comply with both the Race Relations (Amendment) Act 2000 and the Purchaser's Race Equality Scheme. Upon the Seller breaching either the applicable law or the Purchaser's Race Equality Scheme the Purchaser shall be entitled to terminate the Contract with immediate effect by notice in writing to the Seller and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

42. Modern Slavery Act

All Sellers will need to have read and understood the Modern Slavery Act 2015. All sellers are required to fully comply with the letter of that law AND moreover the spirit of that law.

43. Sustainable Procurement

- The Seller shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Goods and the supply of the Goods. Without prejudice to the generality of the foregoing, the Seller shall promptly provide all such information regarding the environmental impact of the Goods and the supply of the Goods as may reasonably be requested by the Purchaser.
- The Seller shall meet all reasonable requests by the Purchaser for information evidencing compliance with the provisions of this Clause by the Seller.
- All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

44. Other Legislation

The Seller shall, and shall procure that its sub-contractors, agents and personnel, comply with all other applicable law.

45. Seller Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Purchaser and the Seller.

46. Transparency

- In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Purchaser will, subject to Conditions 39(2) and (3), publish the Contract and the tender documents issued by the Purchaser which led to its creation on a designated web site.
- The entire Contract and all the tender documents issued by the Purchaser will be published on that web site save where the Purchaser, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.
- Where the Purchaser considers that any such exemption applies, the Purchaser will redact the relevant documents to the extent that the Purchaser considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.
- Where the Parties later agree changes to the contract, the Purchaser will publish those changes, and will consider any redaction, on the same basis.
- In Condition 39(1) the expression "tender documents" means the advertisement issued by the Purchaser seeking expressions of interest, the pre qualification questionnaire and the invitation to tender and the contract includes the Seller's proposal.

47. Monitoring and Management Information

- Where requested by the Purchaser, the Seller shall supply to the Purchaser and to the Government Procurement Service (GPS) such information and advice relating to the management of the Contract as the Purchaser or GPS may require.
- The information and advice referred to in Condition 40(1) may include, but is not limited to, the following: Line Item Amount, Invoice Line Description, Invoice Line Number, Currency Code, Order Date, VAT Inclusion Flag, VAT Rate, List Price, Number of Items, Unit of Purchase Quantity, Price per Unit, Supplier Service Code, Service description and/or name, UNSPSC Code, Taxonomy Code and/or Name, Geographical, Project Code, Project description, Project Start Date, Project Delivery Date (Estimate and Actual), Total project cost and Project Stage.
- The information referred to in Condition 40(1) shall be supplied in such form and within such timescales as the Purchaser or GPS may reasonably require.
- The Seller agrees that the Purchaser may provide GPS with information relating to the Services procured and any payments made under the Contract.
- Upon receipt of the information supplied by the Seller in response to a request under Condition 40(1) or receipt of information provided by the Purchaser to GPS under Condition 40(4) the Purchaser and the Seller hereby consent to GPS:
 - storing and analysing the information and producing statistics; and
 - sharing the information or any statistics produced using the information, with any other Contracting Purchaser.
- In the event that GPS shares the information provided under Condition 40(1) or 40(3) in accordance with Condition 40(5) b), any Contracting Purchaser (as defined in regulation 3 of the Public Contracts Regulations 2006) receiving the information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body which is not a Contracting Purchaser (unless required by law).
- The Purchaser may make changes to the type of information which the Seller is required to supply and shall give the Seller at least one calendar month's written notice of any such changes.

48. Seller Responsibilities

The seller shall maintain all appropriate accreditations and conformance to standards. The seller shall also fully co-operate with the Purchaser in meeting the requirements of its client's requirements

The seller shall also be responsible to assess and confirm instructions given by the purchaser. In the event of on-site work, this shall include providing the Purchaser with appropriate documentation for their work. This includes, but is not limited to, Method Statement, Risk Assessment Method (RAMS) and on-site work instructions. The seller will arrive at the times and dates stipulated by the purchaser or notify the Purchaser for reasons for any delay as soon as is practicable. It is the Seller's responsibility to ensure that they have the information they require to perform this task and the Purchaser will not be held liable for any errors or omissions.

When on-site the Seller will represent the best interests of the Purchaser and will conform to any site requirements in so far as practicable. The Purchaser has many client's in sensitive locations, and care must be taken by the Seller to be aware of any special requirements, and any additional local requirements.

The Purchaser will use reasonable endeavours to communicate any such requirements to the Seller, and to communicate these to the Seller no later than 24 hours prior to arrival on site.