



Terms & Conditions for Purchases of Goods and Services

The Richmond Housing Partnership Limited Terms & Conditions for Purchases of Goods and Services shall apply to the supply of the Goods and/or Services by the Supplier under this Purchase Order.

1. Definitions and Interpretation

“ADR Notice” has the meaning given to that term in Condition 27.3;

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

“Change of Control” means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;

“Completion of Delivery” means the receipt and written acceptance of the Goods by RHP;

“Completion of Performance” means the written acceptance of RHP indicating the satisfactory completion of the Services;

“Confidential Information” means all information obtained by the Supplier from RHP relating to and connected with the Contract and the Goods and/or Services,

including but not limited to the Contract itself and the provisions of the Contract;

“Contract” means the agreement concluded between RHP and the Supplier for the supply of the Goods and/or the Services, comprising of these Conditions, the relevant Purchase Order and all specifications, plans, drawings and other documents which are incorporated into the agreement;

“Data Protection Legislation” means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the General Data Protection Regulation (EU) 2016/679 (as varied by the Data Protection Act 2018), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner and any additions, updates thereof.

“Deliverables” means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs,

pictures, computer programs, data, specifications and reports (including drafts);

“Delivery Location” has the meaning given to that term in Condition 5.2.2;

“EIR” means the Environmental Information Regulations 2004 as amended, updated or replaced from time to time;

“Force Majeure Event” has the meaning given to that term in Condition 17.1;

“Freedom of Information Act” means the Freedom of Information Act 2000 as amended, updated or replaced from time to time and **“FOIA”** shall be construed accordingly;

“Good Industry Practice” means adopting and/or complying with:

- (a) standards, practices, methods and procedures conforming to the law;
- (b) applicable and relevant standards; and
- (c) that degree of skill, care, diligence, prudence and foresight,

which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

“Goods” means the goods to be supplied by the Supplier to RHP as more particularly described in the Purchase Order;

“Information” has the meaning given under section 84 of the FOIA;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Modern Slavery Statement” means RHP’s anti-slavery and human trafficking statement as updated from time to time;

“Price” means the price payable by RHP to the Supplier for the supply of the Goods and/or Services, as more particularly set out in the Purchase Order;

“Purchase Order” means the purchase order for the supply of the Goods and/or Services issued by RHP to the Supplier;

“Request for Information” means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR;

“RHP” means Richmond Housing Partnership Limited a registered society, as defined in section 1(1) of the Co-Operative and Community Benefit Societies Act 2014, with registered number IP030939 **whose** registered office is at 8 Waldegrave Road, Teddington, TW11 8GT;

“RHP Materials” has the meaning given to that term in Condition 6.1.11;

“RHP Policies” means any policies, practices or procedures of RHP that RHP may notify the Supplier of from time to time;

“Services” means the services to be supplied by the Supplier to RHP as more particularly described in the Purchase Order;

“Supplier” means the supplier stated in the Purchase Order;

1.2 The interpretation and construction of the Contract shall be subject to the following provisions:

1.2.1 A reference to any statute, enactment, order, regulation or

similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

1.2.2 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

1.2.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;

1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.2.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns;

1.2.6 Reference to the singular includes the plural and vice versa and references to any gender includes both genders;

1.2.7 Any periods of time referred to in these Conditions and expressed in

	days shall refer to calendar days unless stated otherwise;	a risk to be shared between the Parties); and	and to carry on its business as it is now being conducted;
1.2.8	Any phrase introduced by the words including, includes, in particular or for example , or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words; and	2.2.2 gathered all information necessary to perform its obligations under the Contract, and the Supplier shall accept entire responsibility for all costs and consequences of, and any other implications arising in connection with, any risk, condition, contingency and circumstance (other than those expressly referred to herein as being either the responsibility of RHP or otherwise being a risk to be shared between the Parties) that affects the performance of its obligations under the Contract.	3.1.2 it has the power to enter into and to exercise its rights and perform its obligations under the Contract;
1.2.9	Unless stated otherwise reference to "Parties" in these Conditions are references to RHP and the Supplier and "Party" shall be construed accordingly.		3.1.3 the execution, delivery and performance by it of the Contract does not contravene any provision of: <ul style="list-style-type: none"> (a) any law either in force, or enacted but not yet in force binding on the Supplier; (b) the Memorandum and Articles of Association of the Supplier; (c) any order or decree of any court or arbitrator or adjudicator; or (d) any obligation which is binding upon the Supplier or upon any of its assets or revenues;
2.	Due Diligence		
2.1	The Supplier acknowledges and agrees that it is responsible for obtaining, reviewing and investigating any information necessary for the performance of its obligations under the Contract.	2.3 The Supplier shall not in any way be relieved from any of its obligations under the Contract nor shall it be entitled to claim against RHP on grounds that any information, whether obtained from RHP or otherwise is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.	
2.2	The Supplier shall be deemed to have: <ul style="list-style-type: none"> 2.2.1 satisfied itself as to the rights and the nature and extent of the risks assumed by it in relation to the subject matter of the Contract (including any risk or contingency that may affect the performance of its obligations under the Contract and which is not expressly referred to herein as being either the responsibility of RHP or is otherwise 		
		3. Warranties	
		3.1 The Supplier warrants, represents and undertakes to RHP that: <ul style="list-style-type: none"> 3.1.1 it is properly constituted and incorporated under the laws of England and Wales and has the corporate power to own its assets 	3.1.4 no claim is presently being assessed in respect of the Supplier and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Supplier, pending or threatened against it or any of its assets which will or might

	have a material adverse effect on the ability of the Supplier to perform its obligations under the Contract;		and RHP relies upon such warranties, representations and undertakings.		obligations under the Contract in respect of the Goods.
3.1.5	there are no material facts or circumstances in relation to the financial position or operational constitution of the Supplier which have not been fully and fairly disclosed to RHP and which if disclosed might reasonably have been expected to affect the decision of RHP to enter into the Contract;	4.	Supply of Goods	4.3	RHP may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
3.1.6	the Supplier shall not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may in the reasonable opinion of RHP disparage RHP, its clients or customers, its or their business, products or services;	4.1	The Supplier shall ensure that the Goods shall:	4.4	If following such inspection or testing RHP considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at Condition 4.1, RHP shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
3.1.7	RHP's use of any third-party materials, including any materials supplied by the Supplier to RHP, shall not cause RHP to infringe the rights, including any Intellectual Property Rights, of any third party; and	4.1.1	correspond with their description and any applicable specification referred to in the Purchase Order;	4.5	RHP may conduct further inspections and tests after the Supplier has carried out its remedial actions.
3.1.8	all personnel and sub-contractors used by the Supplier in the performance of the Contract are adequately skilled and experienced for the activities they are required to perform	4.1.2	be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by RHP expressly or by implication, and in this respect RHP relies on the Supplier's skill and judgement;	5.	Delivery of Goods
		4.1.3	where they are manufactured products, be free from defects in design, material and workmanship and remain so for twelve (12) months after delivery; and	5.1	The Supplier shall ensure that:
		4.1.4	comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.	5.1.1	the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
		4.2	The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its	5.1.2	each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and

	quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and		consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle RHP to the remedies set out in Condition 8.1.		out in the Purchase Order, and that the Deliverables shall be fit for any purpose that RHP expressly or impliedly makes known to the Supplier;
5.1.3	it states clearly on the delivery note any requirement for RHP to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.	5.5	Title and risk in the Goods shall pass to RHP on completion of delivery.	6.1.6	provide all equipment, tools and vehicles and such other items as are required to provide the Services;
		6.	Supply of Services	6.1.7	use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to RHP, will be free from defects in workmanship, installation and design;
5.2	The Supplier shall deliver the Goods:	6.1	The Supplier shall:		
5.2.1	on the date specified in the Purchase Order or as otherwise specified by RHP;	6.1.1	co-operate with RHP in all matters relating to the Services, and comply with all instructions of RHP;		
5.2.2	to the location specified in the Purchase Order or as otherwise specified by RHP (the “ Delivery Location ”); and	6.1.2	perform the Services in accordance with Good Industry Practice;	6.1.8	obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
5.2.3	during RHP's normal hours of business on a Business Day, or as instructed by RHP.	6.1.3	perform the Services in accordance with any timetable notified to the Supplier by RHP in writing;	6.1.9	comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with RHP Policies;
5.3	Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.	6.1.4	in performing the Services, use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;	6.1.10	observe all health and safety rules and regulations and any other security requirements that apply at any of RHP's premises;
5.4	The Supplier shall not deliver the Goods in instalments without RHP's prior written	6.1.5	ensure that the Services and Deliverables will conform with all descriptions and specifications set	6.1.11	hold all materials, equipment and tools, drawings, specifications and

	<p>data supplied by RHP to the Supplier (the “RHP Materials”) in safe custody at its own risk, maintain RHP Materials in good condition until returned to RHP, and not dispose or use RHP Materials other than in accordance with RHP’s written instructions or authorisation;</p>	<p>7. Changes to RHP’s Requirements</p>	<p>8.1.1 to terminate the Purchase Order with immediate effect by giving written notice to the Supplier;</p>
<p>6.1.12 not do or omit to do anything which may cause RHP to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that RHP may rely or act on the Services; and</p>		<p>7.1 RHP shall notify the Supplier of any material change to RHP’s requirements under a Purchase Order.</p>	<p>8.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier’s own risk and expense;</p>
<p>6.1.13 forthwith give notice to RHP of any matter which is causing or is likely to cause delay in the completion of a Purchase Order beyond the date stated for its completion. For the avoidance of doubt, such notice shall not excuse or exempt the Supplier from its obligations under the Contract.</p>		<p>7.2 The Supplier shall use its best endeavours to accommodate any changes to the needs and requirements of RHP including re-sequencing and re-programming the Goods and/or Services at no cost to RHP. If the Supplier has used best endeavours to the satisfaction of RHP but such re-sequencing and re-programming is not possible without the Supplier incurring additional material costs, then the Supplier shall be entitled to payment for any such additional material costs incurred as a result of any such changes. The amount of such additional costs is to be agreed between RHP and the Supplier in writing prior to the Supplier undertaking any changes.</p>	<p>8.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);</p>
<p>6.2 Any defects, deficiencies or other faults in the delivery of the Services which become apparent within twelve (12) months of the supply of the Services which are due to the erroneous execution of the Services shall be made good by the Supplier at no cost to RHP.</p>		<p>8. RHP’s Remedies</p>	<p>8.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;</p>
		<p>8.1 If the Goods and/or Services are not delivered on the date they are due as referred to in Condition 5.2.1 and/or Condition 6.1.3, or do not comply with the undertakings set out in Conditions 4.1 and/or 6.1, then, without limiting any of its other rights or remedies, RHP shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods and/or Services:</p>	<p>8.1.5 to require the Supplier to re-perform the Services, or to provide a full refund of the price of the rejected Services (if paid);</p>
			<p>8.1.6 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;</p>
			<p>8.1.7 to recover from the Supplier any costs incurred by RHP in obtaining substitute goods or services from a third party;</p>
			<p>8.1.8 where RHP has paid in advance for Goods and Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; and/or</p>

- 8.1.9 to claim damages for any other costs, loss or expenses incurred by RHP which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 8.2 The provisions of this Condition 8 shall apply to any repaired or replacement goods supplied by the Supplier and to any substituted or remedial services provided by the Supplier.
- 8.3 RHP's rights and remedies under the provisions of this Condition 8 are in addition to its rights and remedies implied by statute and common law.
- 9. Invoices and Payment**
- 9.1 The Price for the Goods shall be the price set out in the Purchase Order and shall be inclusive of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by RHP.
- 9.2 The Price for the Services shall be the price set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by RHP, the Price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 9.3 In respect of Goods, the Supplier shall invoice RHP on or at any time after Completion of Delivery.
- 9.4 In respect of Services, the Supplier shall invoice RHP on Completion of Performance of the Services, or if agreed in writing by RHP, on a monthly basis in arrears.
- 9.5 Each invoice submitted pursuant to Condition 9.3 and 9.4 shall include such supporting information required by RHP to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.
- 9.6 In consideration of the supply of Goods and/or Services by the Supplier, RHP shall pay the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.7 All amounts payable by RHP are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made by the Supplier to RHP, RHP shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 9.8 If RHP fails to make a payment due to the Supplier under the Contract by the due date,

- then RHP shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 9.8 will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%. This Condition shall not apply to payments that RHP disputes in good faith.
- 9.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow RHP to inspect such records at all reasonable times on request.
- 9.10 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against RHP in order to justify withholding payment of any such amount in whole or in part. RHP may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier.
- 10. Confidentiality**
- 10.1 The Supplier agrees not to disclose any Confidential Information to any third party without the prior written consent of RHP. To the extent that it is necessary for the Supplier to disclose Confidential Information to its staff, agents and sub-contractors, the Supplier shall ensure that such staff, agents and sub-contractors are subject to the same

- obligations as the Supplier in respect of all Confidential Information.
- 10.2 Condition 10.1 shall not apply to information which:
- 10.2.1 Is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
- 10.2.2 Is in the possession of the Supplier, without restriction as to its disclosure, before receiving it from RHP or any other department or office of Her Majesty's Government; and/or
- 10.2.3 Is required by law to be disclosed.
- 10.3 The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.
- 10.4 The Supplier 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 RHP.
- 10.5 Except with the prior consent in writing of RHP, the Supplier shall not make use of the Contract or any Confidential Information otherwise than for the purposes of supplying the Goods and/or the Services.

11. Intellectual Property Rights

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any RHP Materials) shall be owned by the Supplier.
- 11.2 The Supplier grants to RHP, or shall procure the direct grant to RHP of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding RHP Materials) for the purpose of receiving and using the Services and the Deliverables.
- 11.3 All RHP Materials are the exclusive property of RHP.

12. Data Protection and Freedom of Information

- 12.1 To the extent that compliance with the Contract involves the Supplier processing personal data (such terms having the meanings given in the relevant Data Protection Legislation) the Supplier shall comply with the relevant Data Protection Legislation in relation to that personal data.
- 12.2 Nothing in the Contract shall prevent RHP from disclosing any Information which RHP in its absolute discretion considers it is required to disclose in order to comply with the FOIA and/or the EIR and any other statutory requirements whether or not existing at the date of the Contract, and RHP reserves the

right to make such disclosure without reference to the Supplier.

- 12.3 If RHP shall at any time notify the Supplier that it has received a Request for Information in respect of which RHP requires the Supplier's assistance then:

12.3.1 the Supplier shall at its own cost provide and procure that its sub-contractors provide all necessary assistance required by RHP in order to allow RHP to comply with the request for Information within the period or periods when it is obliged to respond to the request for Information; and

12.3.2 without limitation to the foregoing the Supplier shall at its own cost within five (5) Business Days of request supply and procure that its sub-contractors supply to RHP such Information and documents requested by RHP in such form as reasonably prescribed by RHP.

- 12.4 This Condition 12 shall survive the termination or expiry of the Contract.

13. Health and Safety

- 13.1 Supplier shall immediately notify RHP of any health and safety hazards, which may arise in connection with use or handling of the Goods and / or the performance of the Services and / or in the event of any incident occurring in

- the performance of Services where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 13.2 The Supplier shall comply with any health and safety measures implemented by RHP in any way connected with the provision of the Services or the use of the Goods.
- 13.3 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to any persons in the performance of the Services or the use or delivery of the Goods.
- 13.4 The Supplier shall ensure that the following documents relevant to the Goods and / or Services are made available to RHP on request:
- 13.4.1 health and safety policy, together with codes of practice, operational guidelines, provisions and procedures; and
- 13.4.2 health and safety plan, method statements, risk assessments, COSHH assessments, accident books and prohibition notices.

14. Indemnities and Insurance

- 14.1 The Supplier shall keep RHP indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by RHP arising out of or in connection with:
- 14.1.1 any claim made against RHP for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods and/or Services;
- 14.1.2 any negligence of or breach of the Contract by the Supplier or any of its employees or agents; and/or
- 14.1.3 any defects in the Goods.
- 14.2 The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on RHP's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

15. Termination

- 15.1 Without prejudice to any other provision of the Contract, RHP may terminate the Purchase Order and the Contract in whole or in part at any time before delivery of the Goods or full and complete performance of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work in relation to the Purchase Order and the Contract.
- 15.2 Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- 15.2.1 the other Party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of twenty (20) days after being notified in writing to do so;
- 15.2.2 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on

- business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 15.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 15.3 Without prejudice to any rights that have accrued under the Contract or any of its rights or remedies, RHP may terminate the Contract by written notice to the Supplier having immediate effect if RHP undergoes a Change of Control.
- 16. Consequences of Termination**
- 16.1 On termination of the Contract for any reason:
- 16.1.1 RHP shall not be liable to the Supplier for any loss of profits, loss of contracts or other costs, losses and/or expenses incurred by the Supplier as a result of or in connection with such termination;
- 16.1.2 the Supplier shall immediately deliver to RHP all Deliverables whether or not then complete and return all RHP Materials. If the Supplier fails to do so, then RHP may enter the Supplier's premises and take possession of them. Until they
- have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- 16.1.2 the Supplier shall, at no cost to RHP, promptly provide such assistance and comply with such timetable as RHP may reasonably require for the purpose of ensuring an orderly transfer of responsibility to any new supplier appointed by RHP;
- 16.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- 16.1.4 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.
- 17. Force Majeure**
- 17.1 Neither Party shall have any liability to the other under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, act of God, war, riot, civil
- commotion, compliance with any law or regulation, fire, flood or storm (each a "**Force Majeure Event**")
- 17.2 Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event such notice to contain details of the circumstances giving rise to the Force Majeure Event.
- 18. Audit**
- 18.1 The Supplier shall allow RHP and any person, firm or organisation authorised by RHP to have access to and to audit and inspect all records maintained by the Supplier in relation to the performance by the Supplier of its obligations under the Contract. The Supplier shall assist RHP or any party authorised by RHP (as the case may be) in the conduct of the audit and/or inspection.
- 19. Waiver**
- 19.1 No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

<p>20. Severance</p> <p>20.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.</p> <p>21. Entire Agreement</p> <p>21.1 The Contract constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.</p> <p>22. Assignment and Subcontracting</p> <p>22.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of RHP.</p> <p>22.2 If the Supplier assigns or subcontracts any of its obligations under the Contract to any third party, the Supplier shall be fully responsible to RHP for the proper performance of those</p>	<p>obligations and for any act or omission of the third party in relation thereto.</p> <p>22.3 RHP may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Contract, provided that RHP gives prior written notice to the Supplier.</p> <p>22.4 Notwithstanding Condition 10, a Party assigning any or all of its rights under the Contract may disclose to a proposed assignee any information in its possession that relates to the Contract or its subject matter, the negotiations relating to it and the other party which it is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this Condition 22.4 shall be made until notice of the identity of the proposed assignee has been given to the other Party.</p> <p>23. No Partnership or Agency</p> <p>23.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, nor authorise any Party to make or enter into any commitments for or on behalf of any other party.</p> <p>24. Third-Party Rights</p> <p>24.1 A person who is not a party to the Contract shall not have any rights under or in</p>	<p>connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.</p> <p>24.2 The right of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Contract is not subject to the consent of any person that is not a Party to the Contract.</p> <p>25. Rights and Remedies</p> <p>25.1 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.</p> <p>26. Notices</p> <p>26.1 Any notice, request, instruction or other documentation to be given under the Contract shall be delivered or sent by first class post or by fax or electronic mail to the address of the other Party set out in the Purchase Order (or such other address as the other may have notified the first Party for this purpose) and any such notice or other document shall be deemed to have been served, (if delivered) at the time of delivery or (if sent by post) upon the expiration of 48 hours after posting and (if sent by fax or electronic mail) upon transmission unless a notice of non-delivery is received within 2 hours after transmission.</p>
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27. Dispute Resolution

- 27.1 If there is a dispute between the Parties concerning any matter arising from or in connection with the Contract, the Parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below.
- 27.2 Any dispute which has not been resolved between the Parties within fourteen (14) days of the matter being raised by one to the attention of the other, may be escalated by either Party to a member of the senior management team of the other Party, by notice in writing.
- 27.3 If the dispute has not been resolved within fourteen (14) days of a notice under Condition 27.2, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing ("**ADR notice**") to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than twenty (20) days after the date of the ADR notice.
- 27.4 Escalation of a dispute or the commencement of a mediation will not prevent the Parties commencing or continuing court proceedings at any stage.

28. Modern Slavery

- 28.1 The Supplier undertakes, warrants and represents that it shall comply with the Modern Slavery Act 2015 and Modern Slavery Statement.

29. Governing Law and Jurisdiction

- 29.1 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 and construed in accordance with the law of England and Wales.
- 29.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).