

## GENERAL CONDITIONS OF CONTRACT FOR PURCHASE

### 1 Definitions and interpretation

1.1 In these Conditions, unless the context otherwise requires:

- (a) "**Affiliate**" means, in respect of an entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
- (b) "**Company**" means the party supplying the Goods and/or Services pursuant to an Order, as set out in the relevant Order;
- (c) "**Conditions**" means the terms set out in the clauses and other provisions of this document;
- (d) "**Deliverables**" means all documents, products and materials developed by the Company 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).
- (e) "**Exit Event**" means the expiry or termination of the Agreement or any Order (in each case in whole or in part) and/or any transfer of the Services (or any part of them), for whatever reason, from the Company or any of its sub-contractors to any member of the Peel Group or any third party;
- (f) "**Goods**" means the equipment, goods, materials or other articles (if any) described or otherwise identified in the Order;
- (g) "**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (h) "**Peel**" means the Peel Group entity specified in the relevant Order;
- (i) "**Peel Group**" means Peel Holdings Group and each of its Affiliates, and **member of the Peel Group** shall be construed accordingly;
- (j) "**Order**" means the order issued by Peel ordering the relevant Goods and/or Services from the Company;
- (k) "**Mandatory Policies**" includes the policies set out within the Procurement Hub on Peel's website ([www.procurement.peel.co.uk](http://www.procurement.peel.co.uk)) or which are available from Peel's secretarial department on request (as updated, amended or replaced from time to time);
- (l) "**Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time, any other legislation enacted to give effect to Council Directive 23/2001 (as such directive is amended, consolidated or replaced from time to time) and/or any equivalent or similar legislation regarding the transfer of employees;
- (m) "**Services**" means the services provided by the Company to the Peel Group (if any) as described in the relevant Order;
- (n) "**Specification**" means the specification for Goods and/or Services attached or referred to or set out in the relevant Order or otherwise agreed with Peel;
- (o) "**Successor Supplier**" means any party which provides or performs services in substitution for any Services (or any part of them) following any Exit Event; and
- (p) "**Warranty Period**" means a period of twelve (12) calendar months (or such other period as may be specified in the Order) after delivery of the relevant Goods and/or completion of the Services by Peel.

1.2 The Agreement consists of: (i) the Conditions; and (ii) the relevant Order, each of which is incorporated herein by reference (the "**Agreement**").

1.3 Each Order placed by Peel shall constitute a binding order on the Company to provide the Goods and/or Services in accordance with the terms of the Agreement.

1.4 The terms of the Agreement shall apply to the exclusion of all other terms and conditions contained or referred to in any acknowledgement of an Order, specification, delivery note or other communication sent by the Company to Peel.

1.5 Each Order shall form a separate agreement, incorporating these Conditions.

1.6 In the event of any conflict between the terms set out in these Conditions and any contained in or attached to an Order, then those terms set out in the Order shall prevail.

## **2 Supply of Goods and performance of Services**

2.1 The Company shall ensure that all Goods and Services supplied or performed, or to be supplied or performed, by the Company, its employees, agents, contractors or representatives, are at all times in accordance with the Agreement.

2.2 The Company warrants and undertakes that at all times its obligations under the Agreement shall be performed with all reasonable diligence, skill and care, in accordance with Peel's lawful and reasonable instructions and any Specification for the relevant Goods and Services, and otherwise in accordance with good industry practice and the terms of the Agreement (and in the event that there is any conflict between these standards, the higher standard shall prevail).

2.3 The Company shall supply the Goods and Services on the date or dates indicated in the relevant Order. or, if no such date is specified, within such reasonable time period as requested by Peel.

2.4 The Company warrants and undertakes that:

(a) the Goods (at the time they are delivered) and Services (during, and upon completion, of performance) shall comply with all statutory and regulatory requirements, and any applicable codes of practice and industry standards (including (without limitation) those relating to health and safety and the manufacture, packing, packaging, marking, storage, handling, delivery and sale of the Goods) (together "**Applicable Law**");

(b) the sale, use or receipt of the benefit of the Goods and/or Services will not infringe any intellectual property rights of any person;

(c) all Goods shall be free from all encumbrances;

(d) for the duration of the Warranty Period, all Goods shall 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 Company or made known to the Company by the Peel Group or of which the Company was or should have reasonably been aware;

(e) for the duration of the Warranty Period, all Goods shall be free from all defects in design, material and workmanship; and

(f) all employees, agents, contractors or representatives used in the provision of the Services are (i) suitably qualified and experienced; and (ii) vetted to the standards required by good industry practice and (where performing at any premises of the Peel Group) any standards reasonably specified by Peel from time to time.

2.5 The Company shall ensure that any of its employees, agents, contractors or representatives assigned to perform Services under the Agreement comply with the Health & Safety at Work Act 1974 (as amended) and all other relevant Applicable Law and all lawful and reasonable instructions and/or requests issued by Peel from time to time.

2.6 The Company shall ensure that it and its employees, agents, contractors or representatives perform this Agreement without causing any damage or detriment to the Peel Group's business, public image, reputation or goodwill.

2.7 Any of the Company's property brought onto any of the Peel Group's premises will be at and will remain at the risk of the Company.

## **3 Delivery**

3.1 Unless otherwise specified in an Order, Goods shall be delivered at the Company's cost, carriage paid to, and Services shall be performed at, the premises specified by Peel in the relevant Order and the Company will be responsible for and will bear the cost of unloading all Goods and placing them as requested by Peel at the relevant premises.

3.2 The Company shall ensure that delivery of any Goods and performance of any Services is accompanied by a supply note in duplicate that shall be sent promptly to Peel by the Company describing such Goods and Services.

3.3 Any breach by the Company of any provision of an Order and/or the Agreement regarding the time of supply, quality of Goods or Services or otherwise, shall (whether or not Peel has accepted the Goods or Services or any part thereof, and whether or not the title in the Goods has passed to Peel pursuant to clause 4.1), entitle Peel in its absolute discretion to either treat the relevant Order as repudiated, or to regard such breach as a breach of warranty giving rise to a claim for damages against the Company. Peel shall not be liable to pay any further sums for any Goods and/or Services not delivered to or accepted by Peel at the time an Order is repudiated pursuant to this clause 3.3. Peel shall be entitled to recover on

demand, as a debt, any sums it has paid to the Company in advance for any Goods and/or Services not delivered to or accepted by Peel at the time an Order is so repudiated. Where an Order is repudiated pursuant to this clause 3.3, the Company shall promptly and at its expense collect and remove from any Peel Group premises any Goods not accepted by Peel pursuant to that Order, and any other Company equipment or materials.

- 3.4 Without prejudice to any other rights or remedies of Peel, the Company agrees that it shall promptly and at its own expense repair or replace any defective, faulty or damaged Goods or rectify any defective performance of the Services which develop or are identified within the Warranty Period.

#### **4 Title and risk of Goods**

- 4.1 Title (with full title guarantee, free from all or any encumbrances and third party rights) to any Goods delivered by the Company pursuant to an Order shall pass to Peel upon the sooner of payment for the Goods and delivery at the location specified in the relevant Order, but shall nonetheless remain at the risk of the Company until Peel has accepted the Goods as satisfactory.

#### **5 Specification**

- 5.1 The Company shall ensure that any Goods and Services supplied maintain the standard of performance as set out in, and comply with, any Specification for:
- (a) the period of any Warranty Period; and
  - (b) in respect of any Goods that are to be maintained by the Company, any period of the applicable maintenance contract.
- 5.2 The Company shall ensure that any employees, contractors, agents or representatives of the Company providing maintenance on any premises of the Peel Group have and maintain safe contractor accreditation (or suitable equivalent) in place and the Company shall provide or procure the provision of proof of accreditation on request.

#### **6 Payment**

- 6.1 Valid invoices due in respect of Goods and Services supplied shall be payable in pounds sterling by Peel within thirty (30) days from date of receipt of a valid and undisputed invoice. Unless otherwise specified in an Order, the Company shall not submit an invoice for any Goods or Services until: (in the case of Goods) acceptance as set out in clause 7.2; and (in the case of Services) full completion of the Services to Peel's reasonable satisfaction.
- 6.2 Where the Goods or Services are subject to Value Added Tax or any other tax or duty, the amount legally demandable is to be rendered as a separate item of account and, if required by Peel, the Company will produce bona fide evidence of the amount paid by them in respect thereof.
- 6.3 If any payment is not made in full by Peel in accordance with the Agreement, the Company may charge interest on the outstanding amount from the due date until full payment is made, at the rate of 2% above the base lending rate from time to time of the Royal Bank of Scotland plc. Interest shall not be payable in respect of any amount disputed in good faith by Peel as notified to the Company, until Peel fails to pay such amount within thirty (30) days of such amount being subsequently agreed as payable, or being held to be payable, by Peel.
- 6.4 Subject to clause 12, no variation in the price or prices stated in the Order will be accepted unless agreed in writing by Peel.

#### **7 Acceptance**

- 7.1 Peel reserves the right to reject any Goods which in the opinion of Peel are defective, faulty or damaged or otherwise unsatisfactory and/or do not comply with the requirements of the Agreement. Peel may at the Company's risk and expense return any Goods rejected under this clause 7.1 to a place of business of the Company being the nearest such place of business or any such place of business which Peel may reasonably consider convenient.
- 7.2 Unless otherwise specified in an Order, acceptance of Goods shall be deemed to have occurred on the sooner of the expiry of thirty (30) days from the date of delivery of the relevant Goods and Peel's issuance of a written certificate of acceptance to the Company (which may be given at such time and be subject to observance and performance of such prior conditions as may be specified in the relevant Order).

#### **8 Employees**

- 8.1 It is the belief of the parties that each and any Exit Event will not constitute a relevant transfer for the purposes of the Regulations.
- 8.2 If any contract of employment or engagement or any liability regarding the employment or engagement of any person transfers or is alleged to have transferred to any member of the Peel Group or any Successor

Supplier in connection with an Exit Event ("**Exit Employee**"), the Company shall indemnify, keep indemnified and hold each member of the Peel Group harmless from all claims and all direct, indirect and consequential liabilities, costs, proceedings, damages, losses and expenses (including but not limited to legal and other professional expenses on a full indemnity basis) awarded against, or incurred by any member of the Peel Group (whether directly or pursuant to a warranty or indemnity given or to be given to a third party) as a result of or in connection with the employment or engagement of any and all Exit Employees, the termination of such employment or engagement, and/or any alleged breach of the Regulations.

8.3 The provisions of this clause shall survive termination or expiry of the Agreement.

## **9 Recovery and set off**

9.1 If the Company shall have a winding up order or administration order made against it or it shall enter into or become subject to a scheme, composition or voluntary arrangement with its creditors or there shall be commenced a winding-up dissolution administrative receivership or analogous proceedings or other insolvency event in respect of the Company or any of the Company's assets then, without prejudice to any other rights or remedies of Peel, Peel may, without avoiding the Order, take the work wholly or partially out of the hands of the Company and employ another person to supply the Goods or similar items or to carry out or complete the Services and whatever expenses Peel incurs or sustains as a result of such actions shall be paid by the Company to Peel on demand.

9.2 Peel shall have the right to set off, from any payment due or which at any time may become due, any sums owed to Peel by the Company under the Agreement or otherwise.

## **10 Indemnity**

10.1 The Company shall indemnify, keep indemnified and hold the Peel Group harmless from all claims and all liabilities, costs, proceedings, damages, losses and expenses (including but not limited to legal and other professional expenses on a full indemnity basis) awarded against, or incurred or paid by, any member of the Peel Group as a result of or in connection with:

- (a) the failure of the Company to perform the Services or supply the Goods in accordance with the terms of the Agreement; or
- (b) any:
  - (i) injury (including death) to any person (including any employee, agent, contractor or representative of the Company); or
  - (ii) loss of or damage to any property of the Peel Group or any third party, which may arise out of any act or omission (whether caused by negligence or not) of the Company, or any of its employees, agents, contractors or representatives arising out of or as a consequence of the performance of the Company's obligations under the Agreement.

10.2 The provisions of this clause shall survive termination or expiry of the Agreement.

## **11 Cancellation**

11.1 Unless otherwise specified in an Order, an Order may be cancelled in whole or in part at any time by Peel on giving the Company notice in writing signed by a duly authorised person for and on behalf of Peel. Peel shall pay a fair and reasonable proportion of the price for any work completed or that is in progress at the time of cancellation and accepted by Peel, but notwithstanding, Peel shall not be liable for any loss, damage, liability, costs or expenses suffered or incurred by the Company (whether directly or indirectly) by any such cancellation.

## **12 Suspension and reduction**

12.1 In the event of any matter, change, event, circumstance or effect whatsoever that individually or taken in the aggregate is, or is reasonably likely to be, in Peel's reasonable opinion, materially adverse to the business, operations, assets, position (financial, trading or otherwise), liabilities, profits or prospects of Peel, then Peel shall at any time be entitled to (on giving the Company reasonable notice in writing):

- (a) defer the date of supply of all of any part of the provision of the relevant Goods and/or Services or, if possible, defer the date of supply in respect of any Goods not already delivered or Services not already performed;
- (b) temporarily suspend all or any part of the provision of the relevant Goods and/or Services; and/or
- (c) vary or reduce the amount of Goods or the scope of Services being provided by the Company,

in each case, to such an extent as Peel (acting reasonably) may deem necessary and (to the extent reasonably required as a consequence, and where applicable) the fees or charges for the relevant Goods and/or Services (or any payment obligation in respect of any of them) shall be deferred, suspended, varied or reduced accordingly.

- 12.2 The parties acknowledge and agree that any such deferral, suspension, variation or reduction shall not give rise to any liability of any kind whatsoever on the part of the Peel Group (without prejudice to any obligation of Peel to pay for Goods delivered and/or Services performed up to the date of such election made by Peel).

### **13 Termination**

- 13.1 Peel may terminate the Agreement in whole or in part at any time by giving to the Company no less than thirty (30) days' written notice of termination, in which case all Orders then in existence shall be deemed immediately cancelled and the provisions of clause 11 (Cancellation) shall apply.

- 13.2 If a party commits a material breach of its obligations under the Agreement which is not capable of remedy, or where capable of remedy does not remedy such breach within fourteen (14) days of written notice given to it by the other party specifying such breach and requiring its remedy, then the other party may terminate the Agreement immediately in whole or in part without penalty by giving notice in writing to the party in material breach.

- 13.3 Peel may terminate the Agreement in whole or in part without penalty immediately by notice in writing to the Company if:

- (a) the Company is unable to pay its debts or admits it is unable to do so (within the meaning of section 123(1)(a), (b) or (e) of the Insolvency Act 1986) (without any need for Peel to prove it in court) or it suffers any other type of insolvency event in any jurisdiction; or
- (b) the Company undergoes a change of control (and the expression "**control**" shall have the meaning attributed to it in section 1124 of the Corporation Tax Act 2010).

- 13.4 The Company shall notify Peel immediately if it has reason to suspect that any bribery or fraud or fraudulent behaviour has occurred or is occurring or is likely to occur in connection with the Agreement. If the Company or any of its employees, agents, contractors or representatives commits or participates, or is suspected of committing or participating, in bribery, fraud or fraudulent behaviour in relation to the Agreement, Peel may:

- (a) terminate the Agreement and recover from the Company the amount of any loss or damage suffered or sustained by Peel resulting from such bribery fraudulent behaviour and/or the termination of the Agreement, including the costs and expenses reasonably incurred by Peel in making other arrangements for the replacement supply of the relevant Goods and/or Services and any additional expenditure incurred by Peel in respect of the term of the Agreement that would have been remaining if such termination had not occurred; or
- (b) recover in full from the Company any other losses, liabilities or damages suffered or sustained by Peel in consequence of such bribery, fraud or fraudulent behaviour and/or the resulting termination of the Agreement.

### **14 Force majeure**

- 14.1 Neither party shall be liable for any expense, loss or damage resulting from delay or prevention of performance of the Agreement that is caused by fires, floods, acts of God, riots, thefts, accidents or any other cause whatsoever (but excluding any strikes, lock-outs or industrial action, by the employees, agents, contractors and/or representatives of the Company), provided that such failure or delay was beyond the control of the affected party (a "**Force Majeure Event**") and the affected party notifies the other party within seven (7) days of the commencement of the Force Majeure Event.

- 14.2 The time for performance of an obligation which is affected by a Force Majeure Event shall be extended by a period equal to the length of the delay caused by the Force Majeure Event.

- 14.3 If the Force Majeure Event prevails for a continuous period of twenty eight (28) days or longer, or a period which, when aggregated, exceeds twenty eight (28) days, after the date on which the Force Majeure Event began, Peel may terminate the Agreement immediately on notice to the Company.

### **15 Insurance**

The Company shall obtain and maintain, during the term of the Agreement and for a period of three (3) years thereafter, with a reputable insurance company the following insurances:

- (a) professional indemnity insurance at an amount not less than £5 million per claim;
- (b) public liability insurance at an amount not less than £10 million per claim; and
- (c) employers' liability insurance at an amount not less than £5 million per claim.

The Company shall produce to Peel on request such policies of insurance and receipts for premiums in respect thereof.

## **16 Confidentiality, intellectual property and publicity**

- 16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information disclosed to it by the other party or which comes in to its possession in the course of performing its obligations under the Agreement concerning the business or affairs of the other party (and in the case of Peel, any member of the Peel Group) or the terms of the Agreement, including information relating to a party's (and in the case of Peel, any member of the Peel Groups') operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers ("**Confidential Information**").
- 16.2 Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, agents, consultants, advisers, contractors or service providers ("**Representatives**") who need to know such information for the purpose of carrying out the party's obligations under the Agreement and for that party's legitimate internal business purpose, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause as though they were a party to the Agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause;
  - (b) as may be required by law, court order or by any governmental or regulatory authority or any securities exchange to which the relevant party is subject or submits; and
  - (c) to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of the Agreement.
- 16.3 Each party agrees that damages may not be an adequate remedy for any breach of this clause by it or any other person authorised to receive Confidential Information obtained from or disclosed by or on behalf of the other party pursuant to this clause, and the other party shall be entitled to seek any legal and/or equitable relief, including an injunction, in the event of any breach of the provisions of this clause in addition to its other remedies at law, in equity and under the Agreement.
- 16.4 The Company assigns to Peel, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables. The Company shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction. The Company shall, promptly at Peel's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Peel may from time to time require for the purpose of securing for Peel all right, title and interest in and to the Intellectual Property Rights assigned to Peel in accordance with this clause 16.4.
- 16.5 The Company recognises and agrees that the Peel Group owns or controls various trade names, logos and trademarks (the "**Peel Marks**") and that the use thereof inures solely to the benefit of the Peel Group. Nothing in the Agreement shall be construed as giving the Company any rights of ownership or other rights to or in Peel Marks and the Company shall not use or reproduce any of Peel Marks without obtaining prior written consent.
- 16.6 The Company shall not without prior written consent of Peel in any way advertise or publicly announce that it is undertaking or has undertaken work for or provided Goods or Services to Peel.
- 16.7 The provisions of this clause shall survive termination or expiry of the Agreement.

## **17 Audit**

- 17.1 The Company shall keep accounts, books and other records of all its charges incurred in supplying the Goods and performing the Services hereunder, and shall itemise and submit its billings to Peel in such manner as Peel may reasonably request.
- 17.2 The Company shall maintain throughout the duration of the Agreement and for a period of at least six (6) years (or such longer period as required by law) from the last supply of Goods or performance of Services, accurate books, records, correspondence, invoices and other supporting documentation of the Company (and those of any contractors of the Company) with respect to all expenditures, payments, fees incurred, paid or received in connection with the supply of Goods and/or the performance of the Services or otherwise relating to or in any way affecting the Agreement. Peel and its authorised representatives, agents, advisers and accountants shall have the right to conduct a review, inspect, audit and make copies of the same at the Company's premises, upon reasonable advance notice to the Company for the purpose of evaluating the Company's compliance with the terms of the Agreement but no more than once in any twelve (12) month period in the absence of a suspicion of fraud or deceit.

## 18 Modern slavery

- 18.1 The Company shall and shall procure (where relevant) that all persons who are performing Services or providing Goods in connection with, or which will or may be used in performing or to support the performance of the Agreement (collectively, its "**Supply Chain**") shall at all times:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015 ("**Modern Slavery Legislation**") and ensure that all of its relevant employees, agents, contractors and representatives have received appropriate training on the same;
  - (b) have in place and maintain throughout the duration of the Agreement its own policies and procedures to ensure its compliance with the Modern Slavery Legislation;
  - (c) not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
  - (d) take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business or its Supply Chain, and include in its contracts with its contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause.
- 18.2 For the purposes of this clause, the phrase "**Slavery and Human Trafficking**" shall have the meaning given to it in Section 54(12) of the Modern Slavery Act 2015.

## 19 Tax evasion

- 19.1 The Company shall not engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion or a tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
  - (b) foreign tax evasion or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 19.2 The Company has and shall maintain in place for the duration of the Agreement such policies, procedures and good practices as are both reasonable to prevent tax evasion and the facilitation of tax evasion by the Company and another person connected with it and to ensure compliance with this clause.
- 19.3 The Company warrants and represents that neither it nor any of its officers, employees or other persons associated with any of them have been convicted of any offence involving tax evasion or the facilitation of tax evasion or been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence concerning tax evasion or the facilitation of tax evasion.
- 19.4 The Company shall promptly notify Peel if, at any time throughout the duration of the Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties and representations set out in this clause at the relevant time.
- 19.5 Breach of this clause 19 by the Company shall be deemed to be a breach of its obligations under the Agreement which is not capable of remedy, entitling Peel to terminate the Agreement immediately on written notice to the Company pursuant to clause 13.2.

## 20 Data protection

- 20.1 For the purposes of this clause the following phrases shall have the following meanings:
- (a) "**Company Data**" means the personal data of which the Company is the Controller;
  - (b) "**Controller**", "**Data Subject**", "**Personal Data**" and "**Processor**" shall have the meanings given under the Data Protection Act 2018;
  - (c) "**Data Protection Legislation**" means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including, without limitation, the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
  - (d) "**Peel Data**" means the personal data of which Peel is the Controller;
  - (e) "**Processor**" shall have the meaning given under the Data Protection Act 2018 (and "**Process**", "**Processing**" and "**Processes**" shall be construed accordingly).
- 20.2 For the purposes of the Agreement, the Company shall act in the capacity of Controller in relation to the Company Data and Peel shall act in the capacity of Controller in relation to Peel Data.
- 20.3 In the event that either party (the "**first party**") as Processor, Processes any Personal Data for and on behalf of the other party (the "**second party**"), the first party shall in respect of such Processing:
- (a) Process such Personal Data only:

- (i) for the purpose of performing its obligations under the Agreement;
  - (ii) for such other purposes as may be instructed by or agreed with the second party as otherwise notified in writing from time to time; and
  - (iii) in accordance with Data Protection Legislation.
- (b) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure (including, without limitation, business continuity measures and processes for regularly testing, assessing and evaluating the effectiveness of such measures);
  - (c) not otherwise modify, amend, remove or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party without the prior written authorisation of the second party;
  - (d) maintain up to date records of its Processing activities performed on behalf of the second party which shall include the categories of Processing activities performed, information on cross border data transfers and a general description of security measures implemented in respect of the relevant Personal Data;
  - (e) unless otherwise required by Data Protection Legislation, the first party shall return or delete, at the second party's sole discretion, all Personal Data upon the termination of the Processing activities carried out under the Agreement, and promptly provide the second party with a confirmation in writing that it has done so;
  - (f) ensure that only those personnel who need to have access to the Personal Data are granted access to such Personal Data (and only for the purposes of the performance of the Agreement) and that all of the personnel required to access the Personal Data are reliable and have been informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
  - (g) not appoint a sub-processor without the prior written consent of the second party, not to be unreasonably withheld, and ensure an agreement is entered into with the relevant sub-contractor which includes terms which are substantially the same as the terms set out in this clause;
  - (h) not transfer Personal Data to a country or territory outside the European Economic Area except with the prior written consent of the second party;
  - (i) notify the second party within 48 hours if it receives: (i) a request from a Data Subject in relation to that Data Subject's Personal Data; or (ii) a complaint or request relating to the Data Protection Legislation;
  - (j) immediately notify the second party in the event it becomes aware (and no later than 24 hours after becoming aware) of any breach of Data Protection Legislation and/or it considers that the second party's instructions infringe Data Protection Legislation;
  - (k) assist the second party in compliance with the exercise of Data Subject rights, security of Processing, data breach notifications and/or data protection impact assessments; and
  - (l) permit without charge, on an annual basis, and/or where the second party becomes aware of a data breach of alleged breach of the Data Protection Legislation by the first party, reasonable access by the second party to all records, files, tapes, computer systems, or any other information howsoever held by the first party in respect of the first party's activities pursuant to the Agreement for the purposes of reviewing compliance with Data Protection Legislation.

20.4 The provisions of this clause shall survive termination or expiry of the Agreement.

## **21 Anti-bribery**

21.1 The Company represents and undertakes to Peel that in relation to the Agreement, neither the Company nor any of its employees, agents, contractors or representatives or others involved in the supply of the Goods and/or performance of the Services has done (or agreed to do) or will do (or agreed to do) anything that constitutes a breach by the Company or Peel of any anti-bribery legislation.

21.2 The Company has in place, and will at all times throughout the duration of the Agreement, have in place adequate procedures designed to prevent any person engaged in the supply of the Goods or the provisions of Services from committing an offence under the anti-bribery legislation and the Company warrants that such procedures comply with, and will at all times throughout the duration of the Agreement comply with, the Bribery Act 2010.

21.3 The Company shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "**Relevant Requirements**");



- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (c) have and shall maintain in place throughout the duration of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and 21.3(b) above, and will enforce them where appropriate;
  - (d) promptly report to Peel any request or demand for any undue financial or other advantage of any kind received by the Company in connection with the performance of the Agreement;
  - (e) shall provide to Peel such supporting evidence of compliance with this clause as Peel may reasonably request.
- 21.4 The Company shall take all reasonable steps to prevent fraud or fraudulent behaviour by any of its employees, agents, contractors or representatives or others involved in the supply of the Goods or performance of the Services and the Company in connection with the receipt of monies from Peel.
- 21.5 Breach of this clause 21 by the Company shall be deemed to be a breach of its obligations under the Agreement which is not capable of remedy, entitling Peel to terminate the Agreement immediately on written notice to the Company pursuant to clause 13.2.

## 22 General

- 22.1 Peel is an equal opportunities employer and the Company warrants that it has in place and shall maintain for the duration of the Agreement adequate policies and procedures to complement and reflect such a policy in its business.
- 22.2 Nothing in the Agreement grants the Company any exclusivity in the supply of the Goods or Services to the Peel Group and Peel may itself perform and/or procure the supply of the Goods or Services or items or services similar to the Goods or Services from any supplier it wishes at its sole discretion. Save as stipulated in an Order, Peel shall have no obligation to purchase a minimum quantity of Goods and/or Services under the Agreement.
- 22.3 The Company acknowledges that: (a) each Agreement is entered into between it and the Peel Group company as named in the applicable Order. Accordingly, no Peel Group company other than that named in an Order shall have any liability to the Company in connection with that Order whether under the Agreement, these Conditions or otherwise; and (b) Goods or Services procured by one Peel Group company may be used by other Peel Group companies. Accordingly, any such other Peel Group companies shall be entitled to the benefit of any applicable Agreement and to enforce its terms and, in addition to any loss or damage suffered by the contracting Peel Group company itself as a result of any breach of the Agreement by the Company, that contracting Peel Group company shall also be entitled to recover from the Company under the applicable Agreement any such loss or damage which is suffered by any other Peel Group company.
- 22.4 Subject to clause 22.3, a person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provisions of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.
- 22.5 Subject to clause 12, no variation to the Agreement nor any consent purported to be granted on the part of a party pursuant to the Agreement shall be valid unless it is in writing and signed by a duly authorised person for and on behalf of that party.
- 22.6 The Company shall not, without the prior written consent of Peel, assign, transfer or sub-contract any rights or obligations under the Agreement.
- 22.7 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Agreement.
- 22.8 If at any time a dispute arises between Peel and the Company in relation to the Agreement, including any question regarding its existence, validity or termination (a "**Dispute**"), then either party may give to the other notice in writing of the existence of such Dispute and if such Dispute cannot be resolved by local operational management within 14 days, such Dispute shall be referred to senior personnel (as notified by each party to the other for this purpose) who shall have the power to resolve that Dispute. If a Dispute is not resolved within 14 days of its referral to the relevant senior personnel of each party, then (at the written election of Peel but not otherwise) that Dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of

arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

- 22.9 Termination or expiry of the Agreement for any reason shall not affect any rights or liabilities that have accrued prior to such termination or expiry or the coming into force or continuance in force of any term that is expressly or by implication intended to come into or continue in force on or after termination or expiry.
- 22.10 The rights and remedies of the parties in connection with the Agreement are cumulative and, except as expressly stated in the Agreement, are not exclusive of any other rights or remedies provided by the Agreement, law, equity or otherwise. Except as expressly stated in the Agreement any right or remedy may be exercised wholly or partially from time to time.
- 22.11 The Agreement and any Dispute or claim arising out of or in connection with it shall be governed and construed in accordance with the laws of England and Wales and, subject to an election made by Peel pursuant to clause 22.8, the parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of, or in connection with, the Agreement.
- 22.12 Nothing in clause 22.8 shall preclude a party from commencing legal proceedings in the courts in any jurisdiction at any time to (a) obtain an injunction (whether interim or final) to restrain the other party from doing any act or compelling the other party to do any act; or (b) prevent a claim from becoming time-barred under any statute or rule of limitations, and no such action shall be deemed incompatible with the provisions of clauses 22.8 or 22.11.
- 22.13 The Company acknowledges that it has been made aware of the Mandatory Policies and the Company agrees to at all times comply with the Mandatory Policies insofar as the Mandatory Policies (or any of them) apply to the provision of Goods and/or Services by the Company.