

GENERAL CONDITIONS OF CONTRACT RELATING PLANT & TRANSPORT HIRE

1. DEFINITIONS

- 1.1 "the Contract" means the Order together with (i) any documents referred to therein for the supply of the Goods (ii) these Conditions. The Order and Conditions shall represent the entire Agreement between the Supplier and The Buyer as to the terms upon which the Goods shall be supplied and delivered. Any other terms whether written or verbal (including without limitation any terms & conditions contained in the Supplier's order forms, tender, printed conditions, correspondence or delivery notes) are expressly excluded unless specifically agreed by The Buyer in writing. Any ambiguity between the documents forming the Contract shall be resolved by The Buyer.
- 1.2 "the Buyer" means The Purchaser being the company named in the Order
- 1.3 "the Supplier" means the person named as such in the Order who has agreed to supply the goods or any other person acting on behalf of the supplier.
- 1.4 "Goods" means the goods, materials, equipment and such other things that are to be supplied by the Supplier to the Purchaser as generally described in the Order, or which may reasonably be inferred from the Order as being included in the Supply Contract
- 1.5 "Order" means the order to which these General Purchasing Conditions apply, issued by the Purchaser to the Supplier instructing the Supplier to supply the Goods.
- 1.6 "the Site" means the actual place or places to which the Goods are to be delivered as stated on the order
- 1.7 "the Main Contract" means the contract between The Buyer and the Employer for which the Goods are required as stated in the Order
- 1.8 "the Employer" means the person named in the Main Contract
- 1.9 "the Works" means the works as defined in the Main Contract
- 1.10 "the Defects Liability Period" means the defects liability period, or other equivalent period, as defined in the Main Contract.
- 1.11 "Place of Delivery" means the Site or such other place or places where the Goods are to be delivered as may be notified to the Supplier by the Purchaser's Representative.
- 1.12 "Purchaser's Representative" means any representative of the Purchaser whose name may be notified from time to time by the Purchaser to the Supplier, having full authority to act on behalf of the Purchaser.

2. ORDER OF PRECEDENCE

- 2.1 In case of ambiguity or discrepancy between any of the documents incorporated in the Supply Contract such ambiguity or discrepancy shall be resolved by giving effect first to the Order and these General Conditions of Contract.

3. PURCHASER'S REPRESENTATIVE

- 3.1 The Purchaser's Representative shall carry out such duties as are specified in the Supply Contract or as may be necessary for the carrying out of the Supply Contract.

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- 3.2 The Purchaser's Representative may specify variations to the Supply Contract and any variation shall be confirmed in writing so as to be valid and binding. The Purchaser's Representative may give such instructions to the Supplier as the Purchaser's Representative deems necessary and shall be confirmed in writing. In order to be valid and binding

4. ASSIGNMENT AND SUB-LETTING

- 4.1 The Supplier shall not assign or sub-let the whole of the Contract. The Supplier shall not assign or sub-let any part of the Contract without the written consent of The Buyer and any permitted sub-letting shall not relieve the Supplier of any liability or obligation under contract
- 4.2 The Buyer may on giving written notice to the Supplier assign the Contract to the Employer

5. GENERAL

- 5.1 The Supplier shall be deemed to have notice of all the provisions of the Main Contract (except the detailed prices of The Buyer and the Programme (if any) for the Works which may be current from time to time. The Supplier may inspect a copy of the Main Contract and the latest Programme (if any) by appointment at The Buyer's office.

6. QUALITY

- 6.1 The Supplier warrants that the Goods shall be in accordance with the description, quality and standard specified or referred to in the Contract and shall be of merchantable quality and fit for the purposes for which they are intended and shall conform in all respects with The Buyer's obligations under the Main Contract.
- 6.2 The Supplier, warrants that he has exercised and will exercise all the skill care and diligence to be expected of an expertly qualified competent specialist experienced in supplying goods of a similar size, scope and nature to the Goods, in the design of the goods and in the selection of the materials and components used in the manufacture of the goods
- 6.3 In any event including the absence of any specification and unless otherwise stated the goods shall be new, the best of their respective kind and comply with the appropriate current British Standard and of Codes of Practice(if any)and shall be to the reasonable satisfaction of The Buyer and of the Employer and/or his agents.
- 6.4 If required by The Buyer the Supplier will provide instruction and maintenance manuals, drawings and all technical, safety, health and environmental information.

7. DELIVERY AND PASSING OF PROPERTY AND RISK

- 7.1 Time is of the essence of this Contract. The goods shall be delivered to the Site in accordance with the delivery schedule referred to in the Order or where no such schedule is referred to in accordance with the written instructions of The Buyer. Unless otherwise stipulated in writing the cost of such unloading shall be borne by the Supplier. Containers and packing are to be supplied free of charge by the Supplier.
- 7.2 The written receipt of The Buyer shall be the only evidence that delivery has been made provided that in the case of packaged goods and/or materials such receipt shall be in evidence of receipt of the package only and such receipt shall not constitute evidence that the Goods are in accordance with the Contract.

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- 7.3 The said delivery schedule shall be subject to revision by The Buyer as may be reasonably necessary to suit the progress of the Works
- 7.4 The property and risk in the Goods shall remain with the Supplier until the Goods are delivered to the Site in accordance with Sub-clause (7.1). Upon delivery the property and risk in the Goods shall pass to The Buyer and where delivery is by instalments upon completion of delivery of each instalment. The Supplier shall from time to time when so requested provide reasonable evidence that prior to such delivery the property in the Goods was vested in the Supplier.
- 7.5 The Supplier shall indemnify The Buyer against any loss damage or breakage of the Goods prior to delivery to the Site.
- 7.6 Notwithstanding the provisions of Clause 7 hereto and without prejudice to any other right or remedy The Buyer shall have the right to reject any goods and/or materials found to be damaged or otherwise defective provided that The Buyer notifies the Supplier as soon as reasonably practicable once such damage or defect becomes known to The Buyer and The Buyer can reasonably show that the damage and/or defect had been caused before or otherwise existed prior to completion of delivery.

8. DEFAULT

- 8.1 If any Goods do not comply with any term of the Contract including quantity, quality or description or are not delivered in accordance with the delivery schedule or The Buyer 's written instructions, The Buyer may reject the Goods or any part of them
- 8.2 In addition to and without prejudice to any other rights and remedies The Buyer may have.
- 8.2.1 The Supplier shall upon being required to do so by The Buyer make good by replacement or otherwise any defects in the Goods supplied which appear before expiry of the Defects Liability Period or within the Supplier's guarantee period whichever is the longer at the Supplier's sole cost.
- 8.2.2 In the event of failure to supply the Goods in accordance with the Contract The Buyer may:
- a) terminate the Contract by notice in writing to that effect in respect of all or any part of the Goods not supplied prior to such cancellation and shall not be liable to make any payment whatsoever in connection with the Goods whether by way of compensation or loss of profit or otherwise.
 - b) charge the Supplier or deduct by way of set off any additional costs reasonably incurred by The Buyer including any cost in obtaining alternative goods, articles, supplies and/or materials or incurred in connection with delays for which The Buyer may be liable.
 - c) take the supply or delivery of the Goods wholly or in part out of the Supplier's hands and re-contract them to any other person
 - d) return the Goods and/or materials or any part thereof to the Supplier the cost of which shall be borne by the Supplier. The Buyer shall be entitled to be repaid in full for any goods and/or materials returned.
 - e) Permit the Supplier the opportunity to replace or repair at their expense the goods and/or materials so that they comply with the terms of this Contract. The Supplier shall pay or allow to The Buyer all additional costs and expenses incurred by The Buyer by virtue of such replacement or repair.
- 8.2.3 The Buyer may at any time upon giving 7 days notice to the Supplier terminate the supply and/or delivery of the Goods or any part thereof under this Contract, provided that if the termination is not by reason of the Supplier's default, The Buyer shall pay the Supplier's reasonable costs and

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expenses directly attributable to such termination but in any event such costs and expenses shall not exceed the price or prices for the total goods to be supplied and The Buyer shall not be liable for any further costs, damages or expenses however arising whether expressed or implied by the Contract or in law arising from such termination.

- 8.3 Without prejudice to any other right or remedy expressed or implied by the Contract or in law The Buyer may deduct from any monies due or which may be due to the Supplier whether under the Contract or any other contract with The Buyer all cost, damages, loss or expense for which under the Contract the Supplier is liable to The Buyer

9. INDEMNITY AND INSURANCE

- 9.1 The Supplier shall indemnify and hold The Buyer harmless against any loss, damage, liability, costs or claims whether direct or indirect suffered by or brought against The Buyer arising from the Goods supplied or any other work carried out by the Supplier under the Contract whether in respect of injuries to or death of any person including employees of the Supplier or of damage to any property or in the performance of the Contract by the Supplier or resulting from any defect in the Goods provided that such loss, damage, liability, costs or claims do not arise from any negligence on the part of The Buyer, client, employees, servants or agents.
- 9.2 The Supplier will at all times during the Contract maintain adequate policies of insurance in respect of damage to or loss of (whether in whole or part) of the Goods whilst the property thereof rests with the Supplier and injury or death of any person (including employees of the Supplier and The Buyer) and loss or damage of any property arising from the performance of the Contract. The Supplier shall produce to The Buyer when required to do so the relevant policies of insurance's and the receipt for current premiums.
- 9.3 The Supplier will provide all reasonable facilities, assistance and advice required by The Buyer or their insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Contract
- 9.4 The authorised representatives of The Buyer and the Employer shall at all reasonable times be granted access to premises of the Supplier for the purposes of determining progress in the execution of this Contract, inspecting the Goods and/or materials at all stages of manufacture and packaging and where requires witnessing or carrying out of tests. The exercise by The Buyer of its rights under this clause shall not absolve the Supplier from its obligations under this Contract.

10. PATENT AND OTHER RIGHTS

- 10.1 The Supplier shall indemnify The Buyer against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement of any intellectual property rights (including but not limited to patents, trademark or copyright) in respect of or resulting from the supply and delivery of the Goods
- 10.2 In the event of any claim or demand being made or action brought against The Buyer in respect of any of such matters The Buyer shall notify the Supplier as soon as possible and the Supplier shall conduct with the assistance of The Buyer if necessary but at the Supplier's own expense all negotiations for the settlement of such matter and/or litigation which may arise thereof. The Supplier shall pay and discharge all royalties and other sums to whomsoever payable in respect of the Goods.

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11. PAYMENT

11.1 Payment for the Goods will in accordance with the Order or as agreed in writing as between The Buyer and the Supplier. All prices for the Goods shall be exclusive of VAT unless otherwise stated. If a price fluctuation clause shall apply to the Contract as determined on the face hereof any increase or decrease must be notified immediately to The Buyer and is conditional upon acceptance by The Buyer in writing. A further Order will be issued to facilitate any variation in price

12. VAT

12.1 All rates and prices included in the Contract are exclusive of Value Added Tax.

13. NOTICES

13.1 All notices required by this Contract to be served on the Purchaser by the Supplier shall be served in writing at the address given in the Order.

14. HEALTH AND SAFETY AT WORK ETC.

14.1 The Supplier shall comply with all relevant legislation concerning health and safety at work including but not limited to the Health and Safety at Work Act 1974 and in particular Section 6 thereof.

14.2 The Supplier shall ensure that all its employees and persons within its control who enter upon the Site comply with The Buyer's Health and Safety and Environmental Policies and all project specific health and safety requirements. Copies of the said Policies can be inspected on request or may be found at <http://costain.com/our-culture/policies/>. Any person failing to comply with aforementioned requirements may be refused entry or required to leave the site. All costs incurred due to non-compliance will be borne by the supplier.

15. INDUSTRIAL RELATIONS

15.1 The Supplier shall comply with the Buyers Industrial Relations Policy and Procedures, copies of which are available at <http://costain.com/our-culture/policies/>

15.2 The attention of the Supplier is drawn to the Asylum & Immigration Act 1996 [amended 1st May 2004] (which will make it a criminal offence to employ a worker who does not have the right to work in the UK) and the Working Time Regulations 1998 (which define the framework for working hours, rest periods and holidays). The Supplier shall keep records of all wages and other payments made to operatives, hours worked and individual opt-out agreements. It is a condition of the contract that the Supplier provide The Buyer with copies of any relevant and appropriate documents on request

16. DISPUTES

16.1 The Contract shall in all respects be construed governed and performed in accordance with English Law and shall be subject to the jurisdiction of English Courts. For the avoidance of doubt (notwithstanding anything contained herein and any arbitration clause contained in the Main Contract) no arbitration shall apply to the contract.

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17. INSOLVENCY

17.1 The Supplier shall be deemed to have failed to comply with the terms of the Contract if they become bankrupt, make a composition or arrangement with their creditors, have a winding up order made or a resolution for voluntary winding up passed or have a provisional liquidator, receiver or manager duly appointed, or have possession taken by or on behalf of the holder of any debentures secured by a floating charge.

18. CONFIDENTIALITY

18.1 The terms of the Contract and any other information gained by the Supplier about The Buyer shall be treated as confidential and shall not be communicated to any other person firm or company without the consent in writing of The Buyer. In particular neither this Contract nor the name The Buyer shall be used by the Supplier for advertisement or publicity purposes without the prior written consent of The Buyer.

19. MOBILE PHONE POLICY

19.1 In addition to the Policy wording provided in the Mobile Phone Policy document that may be found at <http://costain.com/our-culture/policies/>, the following shall apply:

19.1.1 The use of Mobile phones whilst driving on site is prohibited at all times unless the vehicle is fitted with an approved hands-free system in which case its use should be restricted to essential calls which cannot wait until the vehicle is safely parked.

19.1.2 Texting or emailing whilst driving on site is **strictly prohibited**

19.1.3 The use of Mobile phones on sites is **prohibited** whilst carrying out any designated operation unless the phone has been sanctioned and documented in the method statement or is a key element in the job role being undertaken (e.g. as a means of communication in an emergency). This includes making and/or receiving calls.

19.1.4 NEVER use a mobile - or leave it switched on - when on site unless in an officially designated safe area as noted in an associated Risk assessment or Method statement

20. ANTI BRIBERY AND CORRUPTION

20.1 In addition to the Policy wording provided in the Anti Bribery Policy document that may be found at <http://costain.com/our-culture/policies/>, the following shall apply:

20.1.1 The Supplier acknowledges, that it has seen the Buyer's Anti-Bribery Policy and agrees to comply with and support such policy so as not to breach or cause the Buyer to breach the Bribery Act 2010.

20.1.2 The Supplier shall further 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. Where the Supplier is a non-UK company, in relation to its activities, practices and conduct outside the UK, the Supplier shall 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.

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- 20.1.3 The Supplier shall have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures in accordance with the Bribery Act 2010, to ensure compliance with this clause 20 and will enforce them where appropriate
- 20.1.4 The Supplier warrants that it has not received or provided any request or demand for any undue financial or other advantage of any kind in entering into the Contract and the Supplier shall promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier from any other party in connection with the performance of the Contract.
- 20.1.5 With regard to the Supplier's compliance with this clause 20, the Buyer reserves the right to audit (at any time during normal working hours) the Supplier's methods of working and processes upon giving reasonable prior notice to the Supplier.
- 20.1.6 Without prejudice to the generality of clause 20.5, if the Buyer reasonably suspects the Supplier or any person associated with the Supplier of breach of this clause 20, the Buyer and its third party representatives shall have the right to immediately access and take copies of any records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 20. The Supplier shall give all necessary assistance to the conduct of such audit during the term of the Contract and for a period of three years after termination or expiry of the Contract.
- 20.1.7 The Supplier shall ensure that any person associated with the Supplier who is providing any part of the Goods or providing works or service in connection with the Contract, including its agents, suppliers or subcontractors, does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 21 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms
- 20.1.8 Should the Buyer determine that the Supplier or any person associated with the Supplier who is providing any part of the Goods or providing works or service in connection with the Contract, including its agents, supplier or subcontractors, has acted in a manner which could constitute a breach of the Bribery Act 2010 or of this clause 20, the Buyer may immediately terminate the Contract, at its sole discretion. For the avoidance of doubt, if the Buyer terminates this Contract in accordance with this clause, there will be no rectification or period to put right the default before termination.

21. Competition Law

- 21.1 The Supplier acknowledges that it has seen the Buyer's Competition Law Policy and agrees to comply with and support such policy so as not to breach or cause the Buyer to breach the prohibitions against anti-competition set out in the Competition Act 1998 and the Enterprise Act 2002 (the "Acts"). The Supplier shall further comply with all applicable laws, statutes, regulations and codes relating to UK and EU competition laws, including but not limited to the Competition Act 1998 and the Enterprise Act 2002.
- 21.2 Where the Supplier is a non-UK company, in relation to its activities, practices and conduct outside the UK, the Supplier shall not engage in any activity, practice or conduct which would constitute an offence under the Acts if such activity, practice or conduct had been carried out in the UK.
- 21.3 The Supplier warrants that it has engaged in no price fixing, bid rigging, illegal price information exchange agreement or other arrangement in breach of UK, EU or other competition laws relevant to the Supply Contract or arrangements between the parties.
- 21.4 The Supplier shall have and shall maintain in place throughout the term of the Supply Contract its own policies, procedures to ensure compliance with the Acts and will enforce such policies and

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procedures where appropriate.

- 21.5 With regard to the Supplier's compliance with this clause 21, the Buyer reserves the right to audit (at any time during normal working hours) the Supplier's compliance with this clause 21 upon giving reasonable prior notice to the Supplier.
- 21.6 Without prejudice to the generality of clause 21, if the Buyer reasonably suspects the Supplier or any person associated with the Supplier of breaching this clause 21, the Buyer and its third party representatives shall have the right to immediately access and take copies of any records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 21. The Supplier shall give all necessary assistance to the conduct of such audit during the term of this Supply Contract and for a period of three years after termination or expiry of this Supply Contract.
- 21.7 The Supplier shall ensure that any person associated with the Supplier who is providing any part of the Contract or providing works or service in connection with this Supply Contract, including its agents, suppliers or subcontractors, does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 21 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.
- 21.8 Should the Buyer determine that the Supplier or any person associated with the Supplier who is providing any part of the Contract or providing works or service in connection with this Supply Contract, including its agents, supplier or subcontractors, has acted in a manner which could constitute a breach of the Acts or of this clause 21, the Buyer may immediately terminate the Supply Contract, at its sole discretion. For the avoidance of doubt, there will be no rectification or period to put right the default before termination in respect of a breach of clause 21.

22. Data Protection

- 22.1 The Supplier acknowledges that it has seen the Buyer's Data Protection Policy and agrees to comply with and support such policy so as not to breach or cause the Buyer to breach the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and any equivalent legislation amending, supplementing or replacing the GDPR (together "Data Protection Law"). The Supplier shall further comply with all applicable laws, statutes, regulations and codes relating to data protection and information security including but not limited to Data Protection Law.
- 22.2 The Supplier will ensure that any Goods and services supplied to the Buyer under the Contract will conform with the requirements of Data Protection Law. This clause 22 is in addition to, and does not relieve, remove or replace, the Supplier's obligations under Data Protection Law.
- 22.3 In this clause 22, "personal data", "data controller", "data processor", "data subject", "processing", "personal data breach" and other terms recognised under Data Protection Law, shall have the same meaning given thereunder.
- 22.4 Where the Supplier is a non-UK company, in relation to its activities, practices and conduct outside the UK, the Supplier shall not engage in any activity, practice or conduct which would constitute an offence under Data Protection Law if such activity, practice or conduct had been carried out in the UK.
- 22.5 The Supplier shall have and shall maintain in place throughout the term of this Contract its own policies, procedures and safeguards to ensure compliance with Data Protection Law, and will enforce such policies and procedures where appropriate.
- 22.6 Where the Buyer is acting as a data controller and the Supplier is acting as a data processor, the Supplier shall, in relation to any personal data belonging to the Buyer that is processed in connection with the performance by the Supplier's obligations under the Contract:
- 22.6.1 process that personal data only on the written instructions of the Buyer (including for the purposes of the Contract) unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process personal data ("Applicable Laws"). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing

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personal data, the Supplier shall promptly notify the Buyer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Buyer;

22.6.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of that personal data and against accidental loss or destruction of, or damage to, that personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

22.6.3 ensure that all personnel who have access to and/or process that personal data are obliged to keep the personal data confidential;

22.6.4 not transfer that personal data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:

- (a) the Supplier has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) the Supplier complies with its obligations under the Data Protection Law by providing an adequate level of protection to that personal data; and
- (d) the Supplier complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of that personal data;
- (e) assist the Buyer in responding in a timely manner to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Buyer without undue delay on becoming aware of a personal data breach in respect of that personal data;
- (g) at the written direction of the Buyer, delete or return to the Buyer that personal data and all copies thereof on termination of the Contract unless and to the extent required by Applicable Laws to store that personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with Data Protection Legislation and this clause 22 and allow for audits in respect of such compliance by the Buyer or the Buyer's designated auditor.

22.7 Subject to the conditions of this clause 22, the Buyer consents to the Supplier appointing such third parties as are necessary for the purposes of performing the Contract and such third parties will act as sub-processors of the personal data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter into a written agreement with the sub-processor incorporating terms which are no less onerous than those set out in this clause 22. The Supplier shall notify the Buyer in writing of the appointment of any sub-processor. The Supplier shall remain fully liable to the Buyer for all acts or omissions of any third-party processor appointed by it pursuant to this clause 22.

22.8 The Supplier warrants that it will maintain and provide to the Buyer within three working days of a written request, the Supplier's record of all categories of processing activities carried out on behalf of
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the Buyer, as set forth in Article 30(2) of the GDPR.

- 22.9 The Supplier warrants that it has in place technical and organisational measures to comply with Data Protection Legislation and that it will provide to the Buyer within three working days of a written request a statement setting out the Supplier's then current technical and organisational measures that comply with Data Protection Law.
- 22.10 If the Buyer reasonably suspects the Supplier or any person associated with the Supplier of breaching this clause 22, the Buyer and its third-party representatives shall have the right to immediately access and take copies of any records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 22. The Supplier shall give all necessary assistance to the conduct of any audit under this clause 22 during the term of the Contract and for a period of three years after termination or expiry of the Contract. The cost of the audit will be recoverable by the Buyer from the Supplier in the event that it's found that there is a breach of Data Protection Law.
- 22.11 The Buyer may require the Supplier to audit its sub-processors to the Buyer's reasonable satisfaction where the Supplier cannot provide audit findings of its sub-processors within the previous twelve (12) months that demonstrates compliance with the requirements of this clause 22 to the Buyer's or a data protection authority's reasonable satisfaction.
- 22.12 The Supplier shall ensure that any person associated with the Supplier who is providing any part of the Contract or providing works or service in connection with the Contract, including its agents, suppliers or subcontractors, does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 22 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.
- 22.13 Should the Buyer determine that the Supplier or any person associated with the Supplier who is providing any part of the Contract or providing works or service in connection with the Contract, including its agents, supplier or subcontractors, has acted in a manner which could constitute a breach of Data Protection Law or of this clause 22, the Buyer may immediately terminate the Contract, at its sole discretion. For the avoidance of doubt, there will be no rectification or period to put right the default before termination in respect of a breach of clause 22.
- 22.14 The Supplier acknowledges that it shall keep the Buyer indemnified against any losses or liabilities which the Buyer may suffer or incur due to the Supplier's or its sub-processor's breach of the provisions of this clause 22.

23. Modern Slavery and Human Trafficking

- 23.1 The Supplier acknowledges that it shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery and human trafficking including but not limited to the Modern Slavery Act 2015 (the "Act").
- 23.2 Where the Supplier is a non-UK company, in relation to its activities, practices and conduct outside the UK, the Supplier shall not engage in any activity, practice or conduct which would constitute an offence under the Act if such activity, practice or conduct had been carried out in the UK.
- 23.3 The Supplier shall have and shall maintain in place throughout the term of this Supply Contract its own policies, procedures to ensure compliance with the Act, and will enforce such policies and procedures where appropriate.
- 23.4 With regard to the Supplier's compliance with this clause 23, the Buyer reserves the right to audit (at any time during normal working hours) the Supplier's compliance with this clause 23 upon giving reasonable prior notice to the Supplier.
- 23.5 Without prejudice to the generality of clause 23, if the Buyer reasonably suspects the Supplier or any person associated with the Supplier of breaching this clause 23, the Buyer and its third-party

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representatives shall have the right to immediately access and take copies of any records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 23. The Supplier shall give all necessary assistance to the conduct of such audit during the term of this Supply Contract and for a period of three years after termination or expiry of this Supply Contract.

- 23.6 The Supplier shall ensure that any person associated with the Supplier who is providing any part of the Contract or providing works or service in connection with this Supply Contract, including its agents, suppliers or subcontractors, does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 23 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.
- 23.7 Should the Buyer determine that the Supplier or any person associated with the Supplier who is providing any part of the Contract or providing works or service in connection with this Supply Contract, including its agents, supplier or subcontractors, has acted in a manner which could constitute a breach of the Act or of this clause 23, the Buyer may immediately terminate the Supply Contract, at its sole discretion. The Buyer shall also be entitled to terminate the Supply Contract with immediate effect where the Supplier has failed to take reasonable steps to ensure modern slavery or human trafficking is not taking place in its supply chain and one of its supply chain has committed an offence under the Act, or where applicable, where the Supplier has failed to take reasonable steps to ensure compliance and one of the Supplier's supply chain fails to comply with its duty to prepare a slavery and human trafficking statement, as prescribed in Part 6, Section 54 of the Act. For the avoidance of doubt, there will be no rectification or period to put right the default before termination in respect of a breach of clause 23.
- 23.8 The Supplier acknowledges that it shall keep the Buyer indemnified against any liabilities which the Buyer may suffer or incur due to the Supplier's breach of the provisions of this clause 23.