

1 **Application of Conditions**

1.1 In this agreement, The Riverside Group Limited (company number 030938) is "**Customer**" and the supplier named within the relevant Order Form is "**Supplier**". Any reference to Customer performing an obligation under this agreement or being entitled to exercise a right, shall include a reference to a Customer affiliate performing the obligation or exercising the right (as determined by Customer in its absolute discretion).

1.2 These Conditions apply to all contracts entered into by the Customer and the Supplier for the supply of goods and/or services. The Customer does not accept and hereby rejects any terms and conditions quotes or offered by the Supplier (including any terms stated on a Supplier invoice). If the Supplier is not prepared to supply goods ("**Goods**") or services ("**Services**") (hereinafter collectively referred to as "**Deliverables**") on these terms and conditions, Supplier should return a copy of this contract endorsed 'Rejected' and not take any steps to supply the Deliverables.

1.3 The Order Form, these Conditions and any other documents referred to in the Order Form shall constitute the Contract between the parties (the **Contract**). The Contract represents the entire agreement between the parties.

1.4 By the placing of an Order Form by the Customer or by the Supplier supplying the Deliverables, the Supplier agrees to deal with the Customer on these Conditions to the exclusion of all other terms, conditions, warranties or representations.

1.5 No variation to these Conditions shall be binding unless made in writing and signed by each party's representative.

6 The Order From, these Conditions and any other documents referred to in the Order Form shall constitute the Contract between the parties (the **Contract**). The Contract represents the entire agreement between the parties.

1.7 These Conditions shall prevail over any other document forming part of the Contract save for the Order Form which shall prevail over these Conditions. Any Deliverables supplied prior to the date of this Contract shall be deemed to have been supplied pursuant to and shall be governed by this Contract.

1.8 All terms that by their nature are intended to survive termination or expiry of this Contract, will survive the termination or expiry of this Contract.

1.9 The headings in this Contract shall not affect its interpretation.

1.10 No term herein, express or implied is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

1.11 In the event of any term or condition of this Contract being deemed or held to be void or unenforceable the other terms and conditions shall remain in full force and effect.

1.12 In the event that there is a change to applicable law, new principles arising from case law or government guidance or the like, as a result of the United Kingdom officially withdrawing from the European Union in accordance with Article 50 of the Treaty of Lisbon ("**Brexit**"), the parties will meet if so requested by Customer, as soon as reasonably practicable, to discuss the changes, if any, required to this Contract. This discussion will include any changes which may be required as a result of the impact of Brexit on the application of any indirect taxes, including VAT. Following the outcome of these discussions, if an adjustment is required, the parties will record such change as a written variation to this Contract.

1.13 Should Customer delay or fail to enforce any of the terms or conditions of this Contract, it shall not constitute a waiver of Customer's right to enforce any other term, or the same term on a later occasion, unless expressly confirmed by Customer in writing.

2 **Orders**

2.1 The Customer may submit an Order on an Order Form for Deliverables at any time.

2.2 The Supplier shall supply Deliverables in accordance with the Customers' Order Form(s), by the Delivery Date, or, if none is specified, within 7 working days of submitting the Order Form.

2.3 The Customer may amend or cancel an Order Form in whole or in part at any time before delivery by giving the Supplier written notice of the same and the Customer shall have no liability whatsoever in the event of such cancellation.

3 **The Deliverables**

3.1 The Supplier shall provide the Deliverables as set out within the relevant Order Form or statement or work. The Deliverables shall confirm in all respects with: (i) any samples provided by either party; (ii) any particulars specified in this Contract; and (iii) any variations agreed by a Customer authorised representative in writing.

3.2 The Deliverables shall conform in all respects with the requirements of any statutes, orders, regulations and by-laws in force from time to time.

3.3 The Deliverables shall be: (i) of satisfactory quality; (ii) free from defects in material and workmanship; and (iii) fit and sufficient for the purpose for which such Deliverables are ordinarily used and for any particular purpose made known to the Supplier by the Customer. The Customer relies on the Supplier's skill and judgement in the supply of the Deliverables.

3.4 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 obligations under the Contract and shall promptly produce documentary evidence of the same on the Customer's request.

3.5 Any Services provided shall be performed by appropriately qualified and trained personnel using reasonable skill and care and to a high standard of quality in accordance with generally recognised commercial practices.

3.6 The Supplier will co-operate with the Customer in all matters relating to the Deliverables and comply with all of the Customer's reasonable instructions in relation to the Deliverables.

4 **Time for Performance**

4.1 The Deliverables shall be provided to the Customer at the time specified by the Customer and to the address specified (if relevant). Title and risk in any Goods provided shall pass to the Customer on completion of delivery and/or any acceptance criteria detailed within the SOW.

4.2 The time of delivery of the Goods or performance of the Services shall be of the essence. If the Supplier fails to deliver and/or perform on time or to an adequate standard: (i) Customer will be released (if Customer in its discretion elects) from any obligation to accept and pay for the Deliverables; (ii) Customer has the right to request Supplier to repair, replace or re-perform the Deliverables at Supplier's cost; and (iii) Customer has the right to terminate all or part of this Contract.

4.3 Where the Deliverables are to be provided in instalments, each instalment shall constitute a separate order and failure by the Supplier to deliver any one or more of the instalments in accordance with the terms of this

Agreement shall entitle the Customer to treat this Contract as a whole as repudiated.

- 4.4 If applicable, Deliverables will be subject to acceptance testing as described in the Order Form or Statement of Work.
- 4.5 This clause 4 is without prejudice to the Customer's other rights and remedies.

5 Customer Remedies

- 5.1 If the Goods and/or Services are not delivered on the relevant Delivery Date, or do not comply with the obligations set out in clause 3, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies:
 - 5.1.1 terminate the Contract;
 - 5.1.2 reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 5.1.3 require the Supplier to repair or replace the rejected Goods, or re-perform the Services, or to provide a full refund of the price of the rejected Goods or Services;
 - 5.1.4 refuse to accept any subsequent delivery of the Goods and/or Services which the Supplier attempts to make;
 - 5.1.5 recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
 - 5.1.6 claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 5.2 If the Goods are not delivered on the Delivery Date, the Customer may by notice to the Supplier and at its option claim or deduct liquidated damages at the rate stated in the Order Form for each week's delay in delivery by way of liquidated damages. If the Customer exercises its rights under this clause 5.2, it may not exercise any of the remedies set out in clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).
- 5.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.4 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6 Price and Payment

- 6.1 The Supplier shall pay for the Deliverables in accordance with this clause 6. The price of the Deliverables is noted in the Order Form/Statement of Work (the "Price").
- 6.2 The Price:
 - 6.2.1 excludes amounts in respect of and any applicable taxes or levies including value added tax (VAT) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 6.2.2 includes the costs of packaging, insurance and carriage of the Goods.
- 6.3 No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 6.4 The Supplier shall invoice the Customer for the price of the Goods plus VAT at the prevailing rate (if applicable) on the first day of the month after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order Form, the Riverside PO number, the invoice number, the Supplier's VAT registration number, and any

supporting documentation that the Customer may reasonably require.

- 6.5 The Customer shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 6.6 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above National Westminster Bank Plc's base rate from time to time. In the event that the base rate is negative, the rate shall be treated as 0% for the purposes of the default interest calculation. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.
- 6.7 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

7 Customer Materials

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

8 Liability

- 8.1 The Customer's total liability to the Supplier under this Contract will be limited to the Price. The Customer shall not be liable for any indirect or consequential losses, even if foreseeable, or if the Customer has been advised of the possibility of such losses. In the event that a Customer affiliate suffers loss or damage due to the acts or omissions of the Supplier, in addition to any amount the Customer may be able to recover, the Customer may recover from the Supplier an amount equal to the amount that the Customer would have been able to recover had the loss or damage been suffered by the Customer rather than the Customer affiliate.
- 8.2 Nothing in this Contract is intended to exclude or limit either party's liability in respect of (i) a fraudulent act or fraudulent misrepresentation; (ii) gross negligence, wilful misconduct or abandonment of this Contract; (iii) the undertakings implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (iv) death or personal injury arising as a result of a party's negligence; or (v) any other liability which cannot be excluded or limited as a matter of law.

9 Indemnity

- 9.1 The Supplier shall indemnify and hold harmless Customer and Customer's affiliates, any successor supplier and their respective officers, directors, employees, suppliers, successors and assigns from all claims, losses, damages, fines or costs of whatever nature (including but not limited to loss of profits, loss of anticipated savings and all other consequential losses) arising directly or indirectly from:

- (i) any claim made by a third party arising out of, or in connection with, the provision of the Deliverables to the extent that claim arises out of the breach, failure or delay in performance of this Contract;
- (ii) any claim made by a third party that the receipt or use of the Deliverables by Customer or a Customer affiliate infringes such third party's intellectual property rights
- (iii) any breach of applicable law by Supplier or any Supplier personnel in relation to this Contract;
- (iv) any claim made by a third party arising out of, or in connection with, any death or bodily injury or loss or damage to real or personal property caused by Supplier or Supplier personnel;
- (v) any claim arising out of a breach by Supplier (or Supplier personnel) of its obligations under clauses 13, 19, 21, 24; and
- (vi) any claim arising in relation to any employment by Supplier or a Supplier subcontractor of any employee or contractor of termination of that employment or relationship or any claim that any such individual has transferred in any way to Customer, a Customer affiliate or any successor supplier upon termination of this Contract (whether whole or in part).

9.2 This clause 9 shall survive termination of the Contract.

10 Insurance

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force (with a reputable UK based insurance company) product liability insurance, employers liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer'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. The Supplier will provide all assistance and advice required by the Customer or the Customer's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of this Contract. Any such additional insurance policies that may be applicable to this Contract shall be provided upon the Customer's request.

11 Compliance with Relevant Laws and Policies

11.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force. The Supplier shall also comply with all of the Customer's policies notified to it from time to time; and

11.2 The Customer may immediately terminate the Contract for any breach of this clause 0 by the Supplier.

12 Term and Termination

12.1 Unless terminated earlier in accordance with this clause 12, this Contract commences on the effective date specified in the Order Form/Statement of Work and will continue for the time period specified therein ("Term"). The Customer has the right to request suspension of the Deliverables at any time.

12.2 Without prejudice to any other remedy, the Customer may terminate this Contract, immediately at any time without further liability to the Supplier following: (i) any breach or non-observance of any term or condition of this Contract; (ii) any act of bankruptcy, petition for

bankruptcy or winding-up or the passing of a resolution for winding-up or the appointment of a receiver or administrative receiver of the Supplier, any part of the Supplier's business or any Supplier's assets; (ii) in the event Supplier ceases or threatens to cease to carry on business or (iv) any change in control of Supplier.

12.3 The Customer may terminate this Contract at any time for convenience without prejudice to any other termination rights arising under this Contract on thirty (30) days' prior written notice to Supplier. Customer's sole liability in respect of such termination will be payment of any amount due and owing pursuant to this Contract up to the termination date, which will be payable in accordance with clause 6.

Confidentiality

13.1 For the purposes of this clause 13, the term "**Confidential Information**" means all information which is imparted or obtained under or in connection with this Contract in confidence (whether in writing, verbally or by other means and whether directly or indirectly) or is of a confidential nature or which the other party hereto knows or ought to know is confidential, relating to the business, current or projected plans or internal affairs of either party, all know-how, trade secrets, products, operations, processes, product information and unpublished information, and any other commercial, financial or technical information relating to the business or perspective business of either party.

13.2 Each party (the "**Recipient**") undertakes to the other party (the "**Discloser**") to:

- 13.2.1 hold all Confidential Information of the Discloser which it obtains in relation to this Contract, in strict confidence;
- 13.2.2 not disclose, or authorise the disclosure of, the Discloser's Confidential Information to any third party other than pursuant to clauses 13.3 and 13.5;

13.2.3 not use, or authorise anyone to use, the Discloser's Confidential Information for any purpose other than the performance of the Recipient's obligations or the exercise of its rights or the receipt of any benefits pursuant to this Contract; and

13.2.4 promptly notify the Discloser of any suspected or actual unauthorised use or disclosure of the Discloser's Confidential Information of which the Recipient becomes aware and promptly take all reasonable steps that the Discloser may require in order to prevent, stop or remedy the unauthorised use or disclosure.

13.3 The Recipient may disclose the Discloser's Confidential Information, including the contents of this Contract, to its affiliates, its respective officers, directors, employees, contractors, advisors, auditors and any third party, but only to the extent that, and provided that, such persons:

13.3.1 need to know the Confidential Information disclosed to them for the purpose of the provision or receipt of the Goods and/or Services, or otherwise have a legal right or duty to know the Confidential Information;

13.3.2 have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used; and

13.3.3 comply with the terms of this Contract in respect of the Confidential Information disclosed to them.

13.4 Clause 13.2 will not apply to Confidential Information to the extent that:

13.4.2 such Confidential Information has been placed in the public domain other than through the fault of the Recipient;

13.4.3 such Confidential Information has been independently developed by the Recipient without reference to the Confidential Information of the Discloser; or

13.4.4 the Discloser has approved in writing the particular use or disclosure of the Confidential Information.

13.5 The Recipient may disclose the Discloser's Confidential Information if, and to the extent that, it is required to do so by any regulatory authority, a relevant stock exchange or otherwise by law.

13.6 The obligations with respect to Confidential Information will survive termination of this Contract.

14 Intellectual Property Rights

14.1 For the purpose of this clause 14, "**Intellectual Property Rights**" means all rights of any nature in patents, registered designs, registered trademarks and service marks, and all extensions and renewals thereof, unregistered trademarks and service marks, business and customer names, unregistered designs, internet domain names and email addresses, design rights, topography rights, rights in inventions, utility models, database rights, know-how and copyrights (including moral rights); applications for any of the foregoing and the right to apply for any of the foregoing in any country; rights under licences, consents, orders, statutes or otherwise in relation to the foregoing; rights of the same or similar effect or nature which now subsist; and the right to sue for past and future infringements of any of the foregoing rights.

14.2 Any Intellectual Property Rights created by Supplier or any Supplier personnel in any Deliverables created specifically for Customer under this Contract will vest in Customer absolutely upon the creation of such Intellectual Property Rights and to the extent necessary to give effect to the foregoing Supplier hereby assigns (by way of present assignment of future rights in respect of rights not yet created) with full title guarantee all such Intellectual Property Rights to Customer, or its nominee, to take effect immediately on their creation and will execute any documentation reasonably required by Customer relating to such assignment of Intellectual Property Rights.

14.3 The parties hereby agree that each will retain any Intellectual Property Rights subsisting in their respective materials and/or resources. Each party hereby grants, or will procure the grant of an irrevocable, perpetual, royalty-free, world-wide, transferable, sub-licensable, non-exclusive right to use such materials and/or resources for use in conjunction with the Deliverables and as otherwise reasonably required by the other party in order to perform the Services and/or to receive the benefit of the Deliverables, as applicable, in accordance with this Contract.

14.4 Save as expressly specified in this Contract, Supplier shall not refer to Customer or this Contract will have no right to use any trademarks, trade names, logos or other Intellectual Property Rights of Customer or a Customer affiliate.

15 Subcontracting

The Supplier may not subcontract or assign any or all of its rights or obligations under this Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if

they were its own and shall ensure that the sub-contractor complies with the relevant terms of this Contract

16 Notices

16.1 Any notices to be served by the Customer pursuant to this Contract must be served in writing and sent by first class post (as well as by email) to: (i) if provided by Supplier to Customer: marked for the attention of Customer's Head of Procurement and sent to The Riverside Group Limited, 2 Estuary Boulevard, Estuary Commerce Park, Liverpool, L24 8RF with a copy by email to procurement@riverside.org.uk; or (ii) if provided by Customer to Supplier: marked for the attention of the contract owner and sent to the Supplier's registered office address with a copy by email to any valid email address of the Supplier.

16.2 A notice will be deemed to be served: (i) if posted, two (2) business days after posting; and (ii) if sent by electronic transmission, when the transmission is complete.

17 Safeguarding

The Supplier shall ensure that it has in place a safeguarding policy which complies with all applicable laws, enactments, orders or regulations relating to the protection or safeguarding of children and vulnerable adults and in any event complies with any safeguarding policies of the Customer notified to it from time to time.

18 Dispute Resolution

18.1 Without prejudice to other rights/remedies detailed within this Contract, it is the intention of the Customer and Supplier to resolved issues in a constructive manner that reflects the concerns and commercial interests of each party. The parties will attempt to resolve disputes between them prior to the initiation of court proceedings, provided that nothing will restrict either party's freedom to seek urgent relief to preserve a legal right or remedy.

18.2 The Customer and the Supplier will use reasonable endeavours to resolve any dispute(s) within ten (10) business days.

19 Data Protection (No Processing)

19.1 For the avoidance of doubt, this Contract has been drafted on the assumption that no Personal Data (as defined under the GDPR) will be processed. If the Parties intend to process any Personal Data, a separate Data Processing Agreement shall be provided by the Customer and entered into by the Parties.

20 Modern Slavery

20.1 The Supplier shall comply with the legislation referred to in section 54 of the Modern Slavery Act 2015 (the **Modern Slavery Legislation**) and the provisions of this clause 20.

20.2 The Supplier undertakes to the Customer that its current and former directors, officers, employees, agents, subcontractors and other persons or entities associated with the Supplier have not and shall not engage in activity which could or would place the Customer or the Supplier in breach of the Modern Slavery Legislation or activity which would constitute an offence under the Modern Slavery Legislation if the conduct took place in the United Kingdom.

20.3 The Supplier shall maintain and implement adequate procedures to ensure compliance with and prevent conduct that could give rise to an offence under the Modern Slavery Legislation.

20.4 The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Customer as a result of a breach of this clause 20 by

the Supplier, its current and former directors, officers, employees, agents, subcontractors and other persons or entities associated with the Supplier.

20.5 Breach of this clause 20 shall not be a remediable breach and shall entitle the Customer to terminate the Contract for material breach under clause 12.2 with immediate effect.

21 Anti-Bribery and Corruption and Anti-Tax Evasion / Supplier Code of Ethics

21.1 The Supplier undertakes to comply with all applicable laws, statutes, regulations and codes relating to fraud, anti-bribery, anti-corruption and anti-tax evasion (including but not limited to, the Bribery Act 2010 and the Criminal Finances Act 2017) and to ensure compliance by each Supplier employee, authorised representative and authorised sub-contractors of the Supplier. The Supplier shall also have and maintain its own policies and procedures to ensure compliance.

21.2 Supplier undertakes to comply with Customer's Supplier Code of Ethics and Conduct (a copy of which will be provided on request) and to ensure compliance by each Supplier employee, authorised representative and/or subcontractor or any Supplier affiliate..

21.3 Supplier will be directly liable to Customer for any breach by any person associated with Supplier who is performing Services in connection with this Contract.

21.4 If Supplier (including any person associated with Supplier who is performing Services in connection with this Contract, in all cases whether or not acting with the Supplier's knowledge) breaches the provisions of this clause 21, Customer may terminate this Contract on provision of written notice with immediate effect and without further liability.

21.5 The Supplier shall upon becoming aware of any activity that contravenes clause 21.1 notify the Customer of such activity.

21.6 Breach of this clause 21 shall not be a remediable breach and shall entitle the Customer to terminate the Contract for material breach under clause 12.1.1 with immediate effect.

22 Law

The Contract and all matters arising out of, under or in connection with it shall be subject to the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts, save for the purposes of enforcement of any award.

23 Audit

23.1 Subject to Customer providing reasonable notice to Supplier, and such notice may be immediate where Customer, acting reasonably, determines the circumstances to be an emergency, Customer and/or its authorised representative will have the right to conduct audit(s)

once in each calendar year, and may for the purposes of such audit(s): (i) inspect the books, records (including timesheets if relevant) and any other relevant facilities of Supplier in order to verify the prices and charges incurred by Supplier, and take copies of any books or records for this purpose; (ii) enter any other premises from which the Deliverables or part of the Deliverables are provided in order to verify that Supplier is complying with Supplier obligations under this Agreement; (iii) obtain reasonable assistance and full access to any systems Supplier specifically uses to measure, monitor or assess the Deliverables and to any data or results produced by such systems; and/or (iv) conduct an operational audit of the Deliverables.

23.2 The following types of audits may be conducted by Customer and/or its authorised representative at any time and without restriction: (i) security audits; (ii) audits relating to fraudulent activity or serious malpractice; and (ii) audits relating to a breach of this Contract or a breach of applicable law, or accounting rule or established standard practice concerning the recipient of the Deliverables (or the carrying on of the business of such a recipient).

24 Transfer of Undertakings

Supplier shall indemnify and keep Customer indemnified against all losses arising directly or indirectly from any claims against Customer or any successor supplier of the Deliverables by any current or former Supplier employees, workers or sub-contractors (or their representatives) arising from or in connection with the Transfer of Undertakings (Protection of Employment) Regulations, 2006 (as amended) including but not limited to any failures to consult, pre-existing claims, any dismissal costs or claims, redundancy pay and notice pay/pay in lieu of notice.

25 Force Majeure

Neither party will be liable to perform its obligation to the extent that it is prevented from or delayed in the carrying on of its obligations hereunder due to circumstances beyond its reasonable control ("Force Majeure") including but not limited to, acts of God, fire, flood, was, acts of terrorism, riot, civil commotion, governmental actions (excluding regulatory change) and any similar events beyond the reasonable control of the non-performing party. The Customer will have the right to terminate this Contract where the Supplier is unable to perform its contractual obligations owing to a situation of Force Majeure which has continued for at least seven (7) days.