

Section 2: General terms and conditions of business for the supply of goods or services to Lancaster plc (excluding vehicle sales, vehicle parts sales and vehicle aftersales services)

- 1. Definitions**
- Anti-Slavery Laws* means any and all statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand order or decision of any court, regulator or tribunal) anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act.
- The *Company* means Lancaster plc or a Group Company as stated in the Order. An Order may state the trading or business name of a Group Company and/or that Group Company's full legal name.
- Confidential Information* means any information that is directly or indirectly disclosed by or on behalf of the Company to the Supplier that relates (in whole or in part and whether directly or indirectly) to the Company (or any Group Company or its business) including, without limitation, information contained in documents, oral communications, models, specifications, software, programmes, computer disks, visual presentations, photographs, drawings, magnetic or digital form and any other media.
- The *Contract* means these General Conditions and any special terms agreed by the parties in writing; where an order(s) is / are placed under any Contract for the supply of Goods or Services.
- Goods and Services* means the goods or materials (and any part thereof) and / or the services specified and to be provided by the Supplier under the Contract.
- Group Company* means in respect of Lancaster plc its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings ("Parent Undertakings" and "Subsidiary Undertakings" shall have the meanings set out in section 1162 of the Companies Act 2006).
- Intellectual Property Rights* means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- Operator* means the Supplier's employees and agents and all other persons employed or engaged on or in connection with the Services or any part of it (including, without limitation, any sub-contractor).
- Modern Slavery Act* means the Modern Slavery Act 2015.
- Modern Slavery Code of Conduct* means the Company's Code of Conduct for Suppliers on Modern Slavery.
- Modern Slavery Practice* means any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended) (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol) (c) human trafficking or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited.
- The *Order* means the Company's official purchase order (including as electronically transmitted) and / or any supplementary documents or oral requests agreed between the Company and Supplier.
- Site* means any location, site or premises from which the Company operates.
- Supplier* means the person, firm or company, which is providing the Services under the Contract.
- The *Services* means all works and services and supply of Goods to be carried out by the Supplier under the Contract.
- 2. Basis of Contract**
- 2.1 These General Terms and Conditions apply to the Contract to the exclusion of any other terms and conditions (oral or written) contained within any quotation, Order confirmation or any other correspondence or similar documentation provided to the Company or implied by trade custom or course of dealings except where expressly stated in any part of the Contract.
- 2.2 The Contract shall not be effective unless signed by an authorised representative of the Company.
- 2.3 No variation or addition to the Contract shall be binding unless agreed in writing by an authorised representative of the Company.
- 2.4 Any and all future Contracts made with the same Supplier shall be deemed to be subject to these Conditions unless otherwise agreed in writing by an authorised representative of the Company.
- 2.5 Acceptance by the Supplier of the Contract terms is assumed upon the earlier of the signing of the Contract by the Supplier or the commencement of the Services.
- 2.6 No condition(s) submitted by or referred to by the Supplier when tendering shall form part of the Contract unless agreed to in writing by the Company.
- 2.7 Time shall be of the essence for the purpose of the performance by the Supplier of its obligations under the Contract.
- 3. Level and Mode of Performance**
- 3.1 The Supplier shall supply and carry out the Services in conformance with all the requirements of the Contract and any supplementary material agreed in writing by the Company, with all due care and skill, in accordance with good practice and in compliance with all relevant laws, regulations, standards, codes of practice and requirements of any competent authority (including those relating to health and safety). The Supplier shall obtain any licences, permits or consents necessary in order to do so.
- 3.2 All Goods shall be new and unused, fit for all their intended purposes, of good quality and workmanship, free from defects in design, materials and workmanship, equal in all respects to any sample, in accordance with their description, and shall meet any performance or other specifications and/or service levels required by the Contract.
- 3.3 All Goods shall comply with statutory requirements and regulations relating to the manufacture, sale and delivery of Goods and the Company's rights under the Contract are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979.
- 3.4 All Goods wherever practicable shall be constructed and packaged using environmentally friendly or recyclable material.
- 3.5 The Services shall be free from errors and defects and performed by appropriately qualified and trained personnel to a high standard of quality as is reasonable for the Company to expect.
- 3.6 In the event of any breach of this Clause, or of failure to perform any of its obligations under the Contract, the Supplier shall remedy the breach to the Company's satisfaction, and/or indemnify the Company and its Group Companies against all losses, claims, costs expenses and damages arising out of the Supplier's failure to comply with its obligations under the Contract and the exercise by the Company of its rights under the contract or at law, to include, but not be confined to, undertaking remedial action itself or arranging for a third party to do so.
- 3.7 The Supplier shall not hinder any operations of the Company while carrying out the Services and shall ensure that the Company's Site is, on completion of the Services, left in a secure, clean, safe and tidy condition to the Company's satisfaction.
- 3.8 The Supplier shall observe strictly the Company's rules and regulations regarding health and safety, security and the prevention of fire as may apply to the Company's Site, and any other reasonable requirements of the Company from time to time.
- 3.9 The Supplier shall ensure that its employees, agents and subcontractors shall only enter those areas of the Company's Site as are necessary for carrying out the requirements of the Contract or as may be specified by the Company.
- 4. Delivery**
- 4.1 Unless otherwise agreed in writing, the Supplier shall make delivery of the Goods to and /or carry out the Services at the location specified and at the time agreed in the Contract or agreed between the parties, accompanied by a delivery note if applicable.
- 4.2 If the Supplier fails to deliver the Goods / perform the Services, in whole or in part, by the date and time specified (if no date specified, then within 3 months of the date of the Order), the Company shall be entitled to cancel the Order in respect of any Goods or Services undelivered or unperformed and / or recover from the Supplier any costs incurred by the Company as a result of the Supplier's failure to meet delivery obligations, and / or recover any monies already paid under the Contract and/or refuse to accept any subsequent performance of the Services/delivery of Goods which the Supplier attempts to make.
- 4.3 Should the Company agree to accept partial or late deliveries in lieu of a single delivery, the Supplier agrees to indemnify the Company and its Group Companies against all additional expenses (including loss of profits) incurred by the Company or such Group Company as a result of such partial or late delivery.
- 4.4 If the Supplier delivers Goods in excess of or not in accordance with the Contract, the Company shall be entitled to return the Goods at the Supplier's risk and charge for any storage and delivery costs incurred. The Company shall not be liable to pay for any Goods or Services in excess of or not in accordance with the Contract.
- 4.5 The Company shall not be deemed to have accepted the Goods or Services until the Company has had a reasonable time from delivery for inspection. The Company shall also have the right to reject the Services as though they had not been inspected for 30 days after any latent defect in the Services has become apparent.
- 4.6 The Company reserves the right at any reasonable time to inspect, check or test (itself or through a nominee) (i) any Goods or Services finished or in progress but not yet delivered or completed; (ii) the performance or progress of the Supplier.
- 4.7 The Supplier shall provide full access to the Supplier's premises for this purpose and, on request, provide full and up-to-date information on the progress of the Services or Goods.
- 4.8 If the Services or any part thereof fails tests, checks or inspections or do not meet the requirements of the Contract, the Supplier shall forthwith rectify the same. In the event of continuing or persistent failure to pass tests, checks or inspections or if there is any other indication that the Supplier will not meet any of the requirements of the Contract, the Company may terminate the Contract under Clause 14.
- 4.9 Neither failure on the part of the Company or others to inspect, test or check the Services, nor failure to discover defects, nor failure to reject Goods or Services, shall relieve the Supplier of any liability or obligation under the Contract.
- 5. Price**
- 5.1 The price shall be as stated in the Contract before Value Added Tax which shall be charged at the standard rate ("VAT") but inclusive of all other charges including delivery, unless otherwise specified in the Contract.
- 5.2 VAT, where applicable, shall be payable by the Company subject to the submission of a valid VAT invoice (quoting the Order number).
- 5.3 The Supplier is deemed to have understood the full nature and extent of the Services and to have visited the Company's Site, if applicable, and shall make no claim founded on its failure to do so.
- 5.4 The Supplier will provide all equipment, labour and all other items necessary to complete the Services. The Company will not be liable for additional costs incurred by the Supplier failing to consider all factors affecting price.
- 6. Payment Terms**
- 6.1 Unless otherwise stated in the Contract, payment will be made by the end of the month following the month of receipt and agreement by the Company of invoice(s) submitted following the completion of the Contract (or after delivery of the Goods or performance of the Services). The Supplier shall also submit a monthly statement of invoice without which payment cannot be made.
- 6.2 In making payment, the Company shall be entitled to deduct from the price:
- 6.2.1 any expenses incurred by it due to the inadequate performance of the Supplier;
- 6.2.2 any sums owed to the Company whether under the Contract or any other agreement between the parties; and
- 6.2.3 any costs already paid for defective or rejected Goods and any costs already incurred in replacing or repairing defective Goods or Services.
- 6.3 The Supplier shall submit invoices to the addresses specified by the Company in a format specified in the Contract or as otherwise agreed by the Company.
- 7. Passing of Property and Risk**
- 7.1 All equipment, materials and supplies provided by the Supplier for

	incorporation into Goods or Services shall become the property of the Company upon appropriation of the Goods or Services or payment by the Company, whichever is the earlier. Appropriation shall be deemed to have taken place when such equipment, materials or supplies are specifically identified by the Supplier for use in the manufacture of the Goods or incorporation in the Services. Title to and risk of loss or damage in the Goods shall remain with the Supplier until delivery to the Company at the delivery point stated in the Order or such other delivery point as may be agreed in writing, when they shall pass to the Company.		
7.2	Title shall not pass to the Company in respect of Goods which are not in accordance with the requirements of the Contract or the Order, and which are rejected by the Company, in which event title and risk shall revert immediately to the Supplier.		
8.	Acceptance and Rejection		
8.1	If any Services are found, at the time of delivery or subsequently, to be not in accordance with the Contract, or if the Supplier fails to comply with any of its obligations under the Contract then, notwithstanding that such failure may have been discovered after delivery or performance and subject to reasonable wear and tear, the Company shall be entitled at its sole discretion and at the Supplier's risk and expense, to do all or any of the following:		
	8.1.1 reject and return Goods and receive a full refund of all amounts paid;		
	8.1.2 require the Services to be replaced or redone with immediate effect;		
	8.1.3 repair any defects in the Services itself or have them repaired by others and require the Supplier to meet the costs; or		
	8.1.4 treat the Contract as terminated and recover any expenses previously paid to the Supplier.		
8.2	The Supplier shall not sell / use any rejected Goods or products of the Services bearing the Company's logo, trademarks or other indicia without the Company's prior written consent.		
9.	Changes		
9.1	The Company may, at its reasonable discretion, make changes to the details specified in the Contract by written or oral instruction to the Supplier. If any such change affects the time of performance or delivery, or the costs involved, the Company shall consider, if appropriate, an equitable adjustment to the delivery schedule or price.		
9.2	The Company may cancel any individual Order at any time prior to the delivery / performance of the Goods / Services under the terms of the Contract. The Company shall in such an event pay the Supplier the value to the extent which the Services have been provided.		
9.3	The Supplier shall not make changes in the design or composition or specification of any Goods / Services without the Company's prior written consent.		
9.4	The Company reserves the right to take any action in the event of an emergency or otherwise unforeseen event arising in connection with the Contract, and may require the Supplier to deliver the Goods or perform the Services in advance of the time specified. The Supplier shall use all reasonable endeavours to comply with the Company's instructions in such case.		
10.	Intellectual Property Rights		
10.1	All Intellectual Property Rights connected with the Services and coming into existence during the course of the Contract are hereby assigned with full title guarantee and free from all third party rights by the Supplier to the Company without cost.		
10.2	The Supplier shall indemnify and hold the Company and its Group Companies harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses whether of a direct, indirect or consequential nature), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Company or any of its Group Companies as a result of or in connection with any alleged or actual infringement, whether under English law or not, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Services.		
10.3	The Supplier shall, promptly at the Company's request, do (or procure to be done) all further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights connected with the Services.		
10.4	The Supplier may only use the Company's Intellectual Property Rights in accordance with the Company's guidelines and strictly as required for the provision of the Goods and Services under the Contract. For the avoidance of doubt, the Supplier may not combine the Company's Intellectual Property Rights with other Intellectual Property Rights without the prior written permission of the Company.		
11.	Confidentiality		
11.1	The Supplier warrants that:		
	11.1.1 It (including its Operators) will preserve and cause any Operator to preserve the secrecy and confidentiality of the Confidential Information;		
	11.1.2 It (including its Operators) will not use the Confidential Information for any purpose otherwise than for the purpose of the Contract or Order unless expressly authorised by the Company in writing in advance; and		
	11.1.3 It (including its Operators) will not disclose Confidential Information to any third party without the Company's prior consent in writing.		
11.2	The obligations in clause 11.1 shall not apply to information which the Supplier can demonstrate by documentary evidence:		
	11.2.1 prior to receipt from the Company was already in the possession of the Supplier; or		
	11.2.2 is subsequently disclosed to the Supplier without any obligations of confidence by a third party who has not derived it from the Company; or		
	11.2.3 is or becomes generally available to the public through no act or default of the Supplier or its employees, agents, contractors or sub-contractors; or		
	11.2.4 is required by law or a court or other competent authority to be disclosed, provided that in such case the Supplier shall promptly notify the Company in writing and in such detail as the Company may reasonably require of such requirement for disclosure and		
			shall assist the Company in any lawful efforts to prevent or limit the disclosure.
			The Supplier shall not advertise or announce the supply of Goods / Services to the Company without prior written consent from the Company.
11.4			The Supplier shall not use personal data provided by the Company for any purposes other than the provision of goods and services in accordance with the Contract. For the avoidance of doubt, the Supplier shall not use the personal data for any marketing purposes (unless specifically approved in writing by the Company) nor shall it pass personal data to any third party.
11.5			The Supplier may not issue any press release or make any public statement regarding the Company or the existence of the Contract without the Company's prior written permission.
12.	Data Protection		
12.1	Each party agrees that, in the performance of its respective obligations under this Contract, it shall comply with the provisions of the Data Protection Act 1998 (the "Act") to the extent it applies to each of them. Where used in this Clause 12, the expressions "process", "Personal Data", "Data Processor" and "Data Subject" shall bear their respective meanings given in the Act.		
12.2	The Supplier is acting as a Data Processor in providing the Services and where processing Personal Data within the European Economic Area, the following provisions shall apply:		
	12.2.1 the Supplier undertakes that it shall process the Personal Data strictly in accordance with these terms and conditions and the Company's instructions from time to time or unless otherwise required by law or any other regulatory body;		
	12.2.2 the Supplier shall ensure that only such of its employees who may be required by the Supplier to assist it in meeting its obligations under these terms and conditions shall have access to the personal data. The Supplier shall ensure that all employees used by it to provide the Services have undergone training in data protection and in the care and handling of personal Data;		
	12.2.3 the Supplier shall ensure appropriate operational and technical measures are in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the Personal Data belonging to the Company;		
	12.2.4 the Supplier agrees to notify the Company in the event that it receives a request or notice from a Data Subject exercising his rights under the Act and to assist the relevant party promptly with all subject access requests which may be received from Data Subjects;		
	12.2.5 the Supplier will not disclose Personal Data to, or appoint a sub-processor which is, a third party other than with the prior written agreement of the Company;		
	12.2.6 the Supplier shall promptly carry out any request from Company requiring the Supplier to amend, transfer or delete the Personal Data or any part of the Personal Data;		
	12.2.7 on expiry or termination of these terms and conditions, the Supplier shall immediately cease to use the Personal Data and shall arrange for its safe return or destruction a shall be agreed with the Company at the relevant time;		
	12.2.8 the Supplier shall notify the Company immediately upon receiving any notice or communication from any Data Subject, Regulatory Authority (including the Office of the Information Commissioner) which relates directly or indirectly to the processing of the Personal Data under these terms and conditions;		
	12.2.9 if any Personal Data in the possession or control of the Supplier become lost, corrupted or rendered unusable for any reason, the Supplier shall promptly restore such Personal Data using its back up and/or disaster recovery procedures at no cost to the Company; and		
	12.2.10 the Supplier shall not and will ensure that its subcontractors shall not, under any circumstances transfer the Personal Data outside the European Economic Area unless authorised in writing to do so by the Company.		
12.3	The Supplier hereby full indemnifies and hold harmless the Company in respect of any and all costs, liabilities, expenses and losses (including legal and other professional advisers fees) arising out of or in connection with any breach of the Supplier's obligations under this clause 12.		
13.	Change of Business Circumstances		
13.1	If any of the following circumstances occur or are likely to occur, the Supplier shall immediately inform the Company in writing:		
	13.1.1 Transfer of whole / part of the undertaking or the assets of the Supplier.		
	13.1.2 Change of control of the Supplier (Section 840 Income and Corporation Taxes Act 1988).		
	13.1.3 The reconstruction or amalgamation or other corporate re-organisation or alteration of trade name, representatives, location of premises or other organisational changes.		
	In such circumstances, the Company reserves the right to terminate the Contract forthwith without incurring any liability other than to reasonably compensate for Goods / Services delivered or performed prior to the time of notice which are specific to the Company's requirements and which the Supplier cannot dispose of elsewhere having made all reasonable effort to do so and having provided the Company with such evidence.		
14.	Termination		
14.1	Any notice given under this Clause 14 shall take effect forthwith upon receipt, unless otherwise stated in the Contract or unless it indicates that it is to be effective at a later date, in which case it will take effect upon that date.		
14.2	The Company will be entitled at its absolute discretion to terminate the Contract or all or any part of the Services, at any time prior to the completion of the Services, by giving no less than three months written notice to the Supplier, without incurring any liability other than to reasonably compensate for Goods / Services delivered or performed prior to the time of notice which are specific to the Company's requirements and which the Supplier cannot dispose of elsewhere having made all reasonable effort to do so and having provided the Company with such evidence.		
14.3	The Company will be entitled to terminate the Contract or all or any part of the Services without liability to the Supplier at any time by giving written notice if the Supplier is in breach of any of its obligations under the Contract to include, but not be confined to, breaches under Clauses 3,4 and 8, and for breaches which are redeemable, shall not have remedied the breach within 28 days of receiving written notice of the breach from the Company, or as		

14.4	otherwise expressly stated in the Contract. The Company will be entitled to terminate the Contract or all or any part of the Services forthwith without liability to the Supplier at any time by given written notice if the Supplier is in breach of any of its obligations under the Contract.	16.1.2	offer or give, or agree to give, to any employee, agent or representative of the Company any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act or for showing or refraining from showing favour or disfavour to any person;
14.5	The Company will be entitled to terminate the Contract forthwith in the event of the Supplier (which for the purposes hereof shall include any of the partners where the Supplier is a partnership) becoming bankrupt or insolvent or making a composition or arrangement with its creditors or a winding-up order being made or a Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed, or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 of the Insolvency Act 1986, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge, or equivalent act or thing should be done or suffered under any particular law, or being an individual, dies.	16.1.3	provide or agree to provide any commission or incentive to any employee, agent or representative of the Company, unless the particulars of any such commission or incentive scheme have been set out and agreed in writing by a statutory Director of the Company.
14.6	Upon notice of termination given under this Clause 14 becoming effective, the Supplier shall immediately:-	16.2	The Supplier will not engage in any Modern Slavery Practice.
14.6.1	cease performance of the Services or manufacture or supply of Goods or such part(s) thereof as may be specified in the notice;	16.3	The Supplier will:
14.6.2	allow the Company or its nominee full right of access to the Supplier's premises to thereof as may be specified in the notice;	16.3.1	comply with the Modern Slavery Code of Conduct at all times and procure that all of its Operators will so comply;
14.6.3	allow the Company or its nominee full right of access to the Supplier's premises to remove all or any of the Company's property and in order to do so to use such of the Supplier's equipment as may be necessary. The Company shall have the right to obtain completion of the Services or Goods or the relevant part of the Services or Goods by others;	16.3.2	conduct proper and detailed checks on all of its Operators to ensure that they do not engage in any Modern Slavery Practice
14.6.4	assign or novate to the Company or its nominee to the extent desired by the Company all or the relevant parts of the rights titles liabilities and subcontracts relating to the Services which the Supplier may have acquired or entered into;	16.4	The Supplier will further provide the Company (at the Supplier's Cost) with such assistance and information as it may require from time to time to enable the Company to:
14.6.5	promptly deliver to the Company all Confidential Information, design data, design standards, drawings, specifications and other information provided by the Company, all original tracings of all drawings, specifications, requisitions, calculations, other documents and computer software prepared under the Contract up to the date of termination.	16.4.1	perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Company;
14.7	On termination of the Contract for any reason the accrued rights and duties of the parties at termination shall not be affected. The Clauses which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.	16.4.2	prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act;
15.	Insurance, Liability and Indemnity	16.4.3	identify any non-compliance with the Modern Slavery Code of Conduct and/or other codes or policies of the Company that relate to its supply chains or business partners; and
15.1	The Supplier shall indemnify and hold the Company and its Group Companies harmless against all claims, proceedings, liabilities, losses, costs, damages and expenses whatsoever arising out of or in connection with the performance of the Contract and resulting from:	16.4.4	conduct due diligence and measure the effectiveness of the steps the Company is taking or wishes to take to ensure that no Modern Slavery Practice is taking place in its business or supply chains.
15.1.1	Loss or damage to property provided by the Supplier for use in connection with the performance of the Contract, except where such loss or damage is caused or contributed to by negligence, breach of contract or other default of the Company or any of its Group Companies, its servants or agents.	16.5	The Supplier will permit the Company and any person nominated by it for this purpose to have such access on demand to the Supplier's premises, personnel, systems, books and records as the Company may require to verify the Supplier's compliance with Clauses 16.2, 16.3 and 16.4.
15.1.2	Loss of or damage to the property of the Company or any of its Group Companies including any Services, except where such loss or damage is caused or contributed to by the negligence, breach of contract or other default of the Company, to a limit of £5,000,000.	16.6	The Supplier will immediately give written notice to the Company:
15.1.3	Personal injury, including death or disease, and /or property damage caused to third parties, except where such injury, death, disease and / or property damage is caused by the negligence, breach of contract or other default of the Company.	16.6.1	upon a breach, or suspected breach, of any of its obligations referred to in Clauses 16.2, 16.3 or 16.4 occurring;
15.1.4	Personal injury, including death or disease, to employees of the Supplier and to any persons, other than the employees of the Company, employed or engaged upon or in connection with the performance of the Contract, except where such injury, death or disease is caused or contributed to by the negligence, breach of contract or other default of the Company, its servants or agents.	16.6.2	of any non-compliance by it or any of its Operators with the Modern Slavery Code of Conduct.
15.2	Subject to any express terms and conditions in the Contract to the contrary, the Company shall not be liable to the Supplier for consequential loss which shall include, but not be limited to, loss of use of property, business interruption, loss of profit or anticipated profit, loss of revenue and loss of production and in each case whether direct or indirect in nature.		The notice will set out the full details of the breach or suspected breach or non-compliance.
15.3	Without limitation of the Supplier's liabilities set out above, the Supplier shall procure and maintain for the duration of the Contract the following insurance policies:	16.7	The Company will be entitled, by giving written notice to that effect to the Supplier, to require the Supplier to:
15.3.1	Employers liability and / or Workmen's Compensation insurance (or similar as required by law) in respect of the Supplier's employees engaged in the performance of the Contract, to a limit of indemnity of not less than £10,000,000 per occurrence and unlimited as to the number of occurrences.	16.7.1	remove from the performance of this Contract any of its Operators who the Company believes to be engaging in any Modern Slavery Practice; and/or
15.3.2	Public liability to a limit of indemnity of £5,000,000 per event of series of events, unlimited in the aggregate.	16.7.2	take such action as the Company requires to ensure that the Supplier fully complies with any Anti-Slavery Law and/or the Code of Conduct.
15.3.3	Profession Indemnity Insurance, where appropriate.	16.8	The Supplier warrants, represents and undertakes to the Company that in entering into this Contract it has not breached the undertakings in this clause.
15.3.4	Third Party and Passenger liability insurance in respect of motor vehicles used by the Supplier in connection with the Contract, to a limit of indemnity of £5,000,000.	16.9	If the Supplier, or any person acting on the Supplier's behalf, breaches this clause, the Company shall be entitled to terminate the Contract with immediate effect in accordance with Clause 14.
15.4	The terms of above mentioned insurance policies shall contain a provision whereby in the event of any claim or proceedings in respect of which the Supplier would be entitled to receive indemnity under the policy being brought or made against the Company, the insurer(s) will indemnify the Company against such claims and all costs, expenses and charges thereof.	16.10	Without prejudice to its other rights and remedies under this clause, the Supplier shall on demand indemnify the Company in full from and against any loss sustained by the Company in consequence of any breach of this clause.
15.5	The Supplier shall ensure that all Sub-Contractors maintain similar policies of insurance in full force and effect during the duration of the Contract.	17.	Manufacturer's Guarantee All benefits of any assignable manufacturer's warranty or any other guarantee which may accrue to the Goods or any part of them shall be assigned by the Supplier to the Company and in any event shall be deemed to have been assigned upon the occurrence of any events set out in Clause 14.5.
15.6	The Supplier shall provide evidence of such insurance and the payment of premiums to the Company at the commencement of the Contract and on request, at reasonable periods, during its duration.	18.	Sub-Contracting and Assignment
15.7	Notwithstanding anything to the contrary, nothing in these terms and conditions shall operate to exclude or limit the Company's liability for death or personal injury resulting from negligence or fraudulent misrepresentation.	18.1	Except in relation to procurement of minor materials and components, the Supplier shall not subcontract or assign transfer or delegate any of its rights or obligations under the Contract or any part of it or any Services without first obtaining the written consent of the Company.
16.	Bribery Act and Modern Slavery Act Compliance	18.2	If any such consent is given it shall not relieve the Supplier from any obligation under the Contract and the Supplier shall be responsible for all acts and defaults of any subcontractor, assignee, transferee or delegate as if they were the acts or defaults of the Supplier.
16.1	The Supplier shall not:	18.3	No subcontract shall bind or purport to bind the Company but each subcontract shall provide for:-
16.1.1	commit any offences under the Bribery Act 2010;	18.3.1	its immediate termination in the event of the termination of all or part of the Contract;
		18.3.2	the Supplier to have a right to assign the subcontract to the Company or its nominee in the event that all or part of the Contract is terminated. The Supplier shall assign the subcontract if required to do so by the Company.
		18.4	The Company shall be entitled to assign or transfer its rights and / or obligations under the Contract, or any part of them without the Supplier's consent.
		19.	Lien
		19.1	The Supplier shall not claim any lien or attachment or make other similar claims in connection with any Goods or Services or Company property and shall indemnify the Company and its Group Companies against all loss, damage or liability resulting from any and all liens, attachments or other similar claims by any third party.
		20.	Force Majeure
		20.1	"Force Majeure" shall mean any occurrence which hinders, delays or prevents a party in performing any of its obligations under the Contract which is beyond the control of, and without the fault or negligence of, such party and which by the exercise of reasonable diligence it is unable to prevent or provide against.
		20.2	In the event of Force Majeure, the party whose performance of the Contract is affected shall notify the other party as soon as is reasonably practicable

giving the full relevant particulars of the occurrence and shall use reasonable efforts to remedy the situation immediately.

- 20.3 Neither of the parties shall be responsible for any failure to fulfil any terms or conditions of the Contract to the extent that fulfilment has been hindered or delayed or prevented by Force Majeure which has been notified in accordance with this Clause 20.
- 20.4 If the performance by the Supplier of its obligations under the Contract is prevented, hindered or delayed by any Force Majeure circumstances for a period of 1 month or more the Company may at this absolute discretion cancel all or any part of the Services or cancel any of the Goods or terminate the Contract.

21. Partial Ineffectiveness

If any term or provision of the Contract shall be held illegal, invalid or unenforceable it will, to that extent apply with the minimum modification necessary to make it legal, valid and enforceable and the validity or enforceability of the remainder of this Contract shall not be affected unless the illegal, invalid or unenforceable term or provision or part of the Contract is of such a fundamental nature that the parties would not have concluded this Contract had they known that such a term or provision or part of the Contract would be illegal, invalid or unenforceable.

22. Notices

All communications relating to this Contract shall be in writing and delivered by hand or sent by Registered post or facsimile to the party concerned at the relevant address shown at the Contract (or such other address as may be notified from time to time) in accordance with this Clause by the relevant party to the other party. Any such communication shall take effect, if delivered, upon delivery, if sent by first class registered post, 10.00am, on the second working day after posting or if sent by facsimile, when a completed and legible copy of the communication, whether a hard copy sent by post or delivered by hand, has been received at the appropriate address.

23. Governing Law

- 23.1 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 23.2 All provisions of the Contract and the exercise of rights thereunder are without prejudice to the Company's rights and remedies pursuant to common law, statute or otherwise.

24. Waiver

- 24.1 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 24.2 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

25. Headings

The headings are included for convenience only and shall not affect the interpretation of the Contract.

26. The Contract (Rights of Third Parties) Act 1999

- 26.1 Subject to Clause 26.2, nothing in this Contract shall confer any rights upon any person who is not a party to this Contract unless expressly provided.
- 26.2 Any right of the Company under the Contract is hereby conferred on and may be exercised by any other Group Company.

These terms and conditions are also available to download at

<http://www.jardinemotors.co.uk/terms-and-conditions>