



TRANSACTION

TRANSFORM

RUN

RECYCLE

General Terms and Conditions of Purchase of Services Only

Short Form

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1. BASIS OF CONTRACT

1.1. These terms and Conditions below (“**Conditions**”) apply to the agreement (“**Contract**”) between Bell-TSI Limited (“**Customer**”) and the Supplier for the sale and purchase of services Services (or any part of them) (“**Services**”) set out in the Customer’s order (“**Order**”). Once the Order is issued by the Customer the Contract is formed between the Customer and the Supplier. These Conditions shall apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate within its quotation, or which are implied by trade, custom, practice or course of dealing.

2. WARRANTIES

- 2.1. The Supplier warrants, represents and undertakes to the Customer that:
- 2.1.1. the supply of the Services and their use for their intended purpose shall not infringe the intellectual property rights of any third party;
 - 2.1.2. it will comply with all relevant anti-bribery and anti-slavery legislation;
 - 2.1.3. the Services will:
 - 2.1.3.1. comply with all laws and regulations relating to the Services at the time of delivery and obligations of that Services shall be performed with all due skill, care and diligence and so as to meet the requirements in the Order;
 - 2.1.3.2. be of satisfactory quality within the meaning of the Supply of Goods and Services Act 1982 (as amended);
 - 2.1.3.3. if the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that purpose and shall be performed with all due skill, care and diligence and so as to meet any requirements of the Customer.

2.2 **Exclusion of statutory warranties:** Except as expressly stated in the Contract, all warranties implied by statute, common law or otherwise are excluded to the extent permitted by applicable laws.

3. PERFORMANCE OF THE CONTRACT

- 3.1. If the Services have not been performed accordance with the Order, then, without limiting any other right or remedy the Customer may have, the customer may: (a) refuse to take any subsequent attempted re-performance of the Services; or, (b) terminate the Contract with immediate effect without any liability to the Customer.
- 3.2. The Supplier shall comply with the customer policies (including but not limited to the supplier charter) as made known to the Supplier by the Customer from time to time, to the extent not inconsistent with the Contract.
- 3.3. The Supplier shall co-operate with any regulatory authority as required from time to time.
- 3.4. The Supplier shall perform the Services and its obligations and use Supplier personnel who have the requisite level of skill, expertise and experience in order to deliver the Services in accordance with a given Order.
- 3.5. The Customer may terminate all or part of the Contract at any time by giving written notice via email to the Supplier. If the Supplier has not commenced work on the Services, then such termination shall be without liability on the part of the Customer. If the Supplier has incurred reasonable costs which cannot be

otherwise avoided, the Customer will be given the option to pay such reasonable costs or continue with the Contract.

4. PRICE AND PAYMENT

- 4.1. The price of the Services shall be set out in the Order and payable in accordance with the Contract.
- 4.2. The Supplier may invoice the Customer for the Services in accordance with the payment dates referred to in the Order if the Services have been performed in accordance with the Contract and the Customer has notified the Supplier promptly by issuing a goods receipt note.
- 4.3. The Supplier shall not be entitled to invoice the Customer later than ninety (90) days following receipt of a goods receipt note from the Customer and the Customer shall not be obliged to pay the Supplier for such Services after such ninety (90) days has elapsed. For the avoidance of doubt, this Condition shall not apply where any delay has been caused by the Customer’s failure to provide the goods Receipt Note.
- 4.4. **Permitted Expenses:** Where the Contract allows for travel and subsistence costs to be recovered in addition to the price, such costs shall only be recoverable to the extent that they have been reasonably incurred exclusively in connection with the Services, with the prior consent of the Customer, and in compliance with the permitted expenses policy as made available to the Supplier and updated from time to time. The payment by the Customer for costs and expenses referred to in this Condition are subject to the following conditions:
- 4.4.1. the Supplier shall provide a detailed breakdown of the expenses incurred with respect to any expense item with a value in excess of one thousand pounds sterling (£1000); and
 - 4.4.2. the Supplier shall provide any additional information regarding such expenses as the Customer may request from time to time.

5. PREMISES, ASSETS AND RESOURCES

- 5.1. Except where the parties agree in writing that any activity or the grant of any right of access or use is to be provided by the Customer or its end customer, the Supplier shall be wholly responsible for providing personnel assets, facilities, software and other materials and resources that are required to enable it to provide the Services and comply with its other obligations under the Contract.
- 5.2. the Supplier shall ensure that access to any assets owned by, or in the possession or control of the Customer or its Customer group member (collectively, “Customer Assets”) is only sought by, granted to and, used by members of the Suppliers personnel who require access and use for the proper performance of their duties under the Contract and that such Supplier personnel (and the Supplier) only use Customer Assets to the extent strictly necessary for such performance;
- 5.3. In respect of any premise owned or occupied by any Customer or Customer end customer (collectively, “Customer Premise”):
- (a) the Customers and/or its end user shall be entitled to refuse to admit, and to require the Supplier to remove, any person employed or engaged by the Supplier whose presence would, in the reasonable opinion of the Customer or their end client, be prejudicial to the performance of the Contract; and

- (b) the Customer and/or its end user shall inform the Supplier, or member(s) of the Supplier personnel accessing the Customer Premises of any relevant health and safety matters and/or policies with which the Supplier, Supplier personnel must comply while on the Customer Premises;
- 5.4. The Supplier shall, and shall ensure that the Supplier personnel shall, not remove any Customer Assets which constitute personal (as opposed to real) property from Customer Premises without the Customer's prior written consent or permit or assert any lien over, sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of Customer Assets.
- 5.5. The Supplier shall take reasonable and proper care of Customer Assets in its possession or control, be responsible for any loss of, or damage to, such Customer Assets caused by the Supplier or Supplier personnel, provided that the Supplier shall not be liable for fair wear and tear of any Customer Asset resulting from its normal and proper use in connection with the provision of the Services, and deliver them back to the relevant Customer Group member or customer of a Customer Group Member on demand; and
- 5.6. all property of the Supplier located on Customers or their end clients Premises shall remain at the sole risk and responsibility of the Supplier.

6. CONFIDENTIALITY

- 6.1. The Supplier shall:
- 6.1.1 protect all information, disclosed by the disclosing party, or its employees, officers, advisers, agents or representatives ("Representatives"), pursuant to the Contract, including but not limited to, financial, end user information, business or technical or other data and all other confidential information (whether written, oral, visual or in electronic form or in magnetic or other media) ("Confidential Information") and, in doing so, must use no less than the equivalent degree of care that such party applies to its own Confidential Information which shall in no case be less than a reasonable standard of care;
- 6.1.2 have internal systems to ensure that Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure; and
- 6.1.3 be liable for all acts and/or omissions of its personnel and any third parties.
- 6.2 The obligations contained in Conditions 6.1.1 to 6.1.3 shall not apply to any Confidential Information which:
- (a) is lawfully in the possession of the Supplier prior to receipt from the disclosing party, as reasonably evidenced in writing;
- (b) is or becomes publicly known, other than as a consequence of a breach of the Contract;
- (c) can be reasonably evidenced by written records that it has been developed independently by the Supplier without access to, use of, or incorporation of the Confidential Information;
- (d) is required to be disclosed by a court of competent jurisdiction or operation of law, provided the Supplier, where reasonably practicable, provides notice to the Customer of such disclosure; or
- (e) is received from a third party without breach of any other relevant confidentiality obligations.
- 6.3 For the avoidance of doubt and pursuant to Condition 6.2 (b), information will not be considered to be in the public domain, by it being known to a few of those people to whom it might be of commercial interest.
- 6.4 The Supplier shall not disclose to any third party the terms upon which it has performed its Services to the Customer or authorised

users, without the Customer's prior written consent unless required to do so by law.

7. DATA PROTECTION AND CUSTOMER MATERIALS

- 7.1. For the purpose of this Condition 7, "Controller", "Personal Data" and "Process" shall have the meanings given to them in the Data Protection Act 2018 (as amended) ("DPA").
- 7.2. The Parties each acknowledge and agree that they may need to Process Personal Data (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; and (f) comply with their respective regulatory obligations.
- 7.3. Each party shall Process Personal Data for the purposes set out in Condition 7.2 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Condition 7.2, and in doing so each party will ensure that the sharing and use of this Personal Data complies with DPA.
- 7.4. Where the Supplier is Processing end user Personal Data, the Customer will require the Supplier to agree to a Data Protection Agreement with the end user directly, a copy of which will be provided by the Customer.

8. INSURANCE

- 8.1 The Supplier agrees to take out and maintain with a reputable insurance company such insurance of a sufficient value and in respect of the types of insurance that it is reasonable for the Customer to require of a supplier supplying Services similar to those of the Supplier under this Contract to maintain, as well as any other insurance required by law from time to time. The Supplier shall provide the Customer with a copy of such insurance certificates upon reasonable request.

9. INDEMNITIES

- 9.1. The Supplier shall at all times indemnify the Customer, its officers, employees and agents ("**Indemnified Persons**"), and keep the Indemnified Persons indemnified, from and against any and all damages, losses, costs or expenses incurred by the indemnified Persons in connection with:
- 9.1.1. actions or remedies required, proceedings commenced or threatened by a regulatory authority (including any fines imposed by such regulatory authority) as a result of a default by the Supplier;
- 9.1.2. a breach of Conditions 2.1.1 and 2.1.2 (Warranties), Condition 7 (Data Protection) and any other liability which cannot be limited or excluded by law which occurs in the performance of the Supplier's obligations under the Contract.

10. LIMITATION OF LIABILITY

- 10.1. Neither party excludes or limits its liability to the other:
- 10.1.1. for personal injury or death caused by its negligence;
- 10.1.2. for any matter for which, at law, a Party cannot exclude or limit or attempt to exclude or limit its liability;
- 10.1.3. for breach of a third party's intellectual property rights;
- 10.1.4. for breach of Condition 6 (Confidentiality); or
- 10.1.5. for fraud or fraudulent misrepresentation,
- 10.2. Subject to Condition 10.1, neither party shall have any liability to the other party for any indirect, special or consequential loss, loss of profits or expected turnover.

11. ANTI-BRIBERY AND CORRUPTION

- 11.1. The Supplier shall: (i) maintain an effective anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance including the monitoring of compliance and detection of violations; and, (ii) reasonably assist the

Customer, to comply with bribery and corruption legislation at the Customer's cost and expense.

12. ANTI-SLAVERY

- 12.1. The Supplier undertakes, warrants and represents that:
- 12.1.1. neither the Supplier nor any of its officers, employees, agents, Sub-Contractors have: (a) committed an offence under the Modern Slavery Act 2015 ("**MSA Offence**"); or (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 12.1.2. it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents have breached or potentially breached any of the Supplier's obligations under this Condition 12.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 12.2. Any breach of Condition 12.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract with immediate effect.

13. TERMINATION

- 13.1. Either party may by written notice terminate the Contract if the other party is in material breach of any Condition(s) of the Contract, which is either:-
- 13.1.1. not capable of remedy; or
 - 13.1.2. being capable of remedy, has not been remedied within thirty (30) days after written notice from the other party requiring it to do so.
- 13.2. For this purpose a number of breaches (whether of the same or different obligations and regardless of whether those breaches are remedied) may collectively constitute a material breach to which Condition 13.1.1 or 13.1.2 applies whether or not each breach on its own would be considered a material breach.
- 13.3. Either party may terminate the Contract at any time with immediate effect if:-
- 13.3.1. a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the other party, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction;
 - 13.3.2. the other party becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over any of its property or assets;
 - 13.3.3. the other party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due;
 - 13.3.4. a Force Majeure Event (defined in Condition 19.1) continues for a period of forty five (45) days.
- 13.4. If the Contract is terminated:
- 13.4.1. the Contract shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and
 - 13.4.2. the rights of either party accrued on or prior to termination shall remain unaffected.
- 13.5. The Supplier shall promptly notify the Customer and in any event within five days of becoming aware of a breach of the supplier charter. If such breach is of a material obligation of the supplier charter and creates a material risk for the Customer (acting reasonably) or materially affects the Supplier's performance of the Contract, the Customer may terminate the Contract.

- 13.6. Upon early termination of the Contract in accordance with its terms by either party, where the Customer has paid the Supplier the price for Services that have not been supplied at the date of termination, the Supplier shall, upon demand, either repay such price to the Customer or deliver the Services to the Customer.

14. AUDIT AND INSPECTION

- 14.1. The Supplier shall permit the auditors to conduct audits of the Supplier during the term of the Contract (and for six years after the expiry or termination of the Contract). The right of audit includes a right for the auditor to enter any of the Supplier premises to inspect and take copies of such books and records and to interview members of the Supplier personnel once per annum.
- 14.2. The purpose of any audit carried out under this Condition 14 shall be to: provide the auditor with assurance as to the Supplier's compliance with the Contract; to enable the Customer to investigate any complaints or queries of or provide information required by a Regulatory Authority or any Customers of the Customer Group relating to the Services or the conduct of the Supplier, the Supplier personnel; and to investigate any suspicion of fraud or wrongful practice on the part of the Supplier, the Supplier personnel.
- 14.3. The Supplier shall cooperate with the auditor and will provide or procure such access and assistance as the auditor requires in order to enable the auditor to fully exercise the rights set out in Condition 14.1. Except where the audit is undertaken in respect of suspected fraud or breach or by a Regulatory Authority which stipulates that no notice should be given, the Customer shall provide at least three (3) Working Days' written notice of the audit; shall conduct the audit (or procure it is conducted) within normal business hours (means the hours of 9:00 am to 5:30pm GMT); and shall use reasonable endeavours to avoid any disruption to the business of the Supplier.

15. ASSIGNMENT AND SUB-CONTRACTING

- 15.1. The Supplier shall not assign, transfer or sub-contract its rights or obligations under the Contract without the Customer's prior written consent. Any such consent shall not relieve the Supplier of its obligations under the Contract.

16. NOTICES

- 16.1. Where the Contract requires notice to be given by one party to the other such notice shall be in writing and shall be delivered by hand, first class post or special delivery post to the following:
- 16.1.1. in the case of delivery to the Customer, to the CFO at New Hampshire Court, St. Paul's Road, Portsmouth, PO5 4AQ;
 - 16.1.2. in the case of delivery to the Supplier to a Director at the Supplier's registered office address; and
- 16.2. Notices will be deemed to have been duly served if delivered by hand at the time of delivery; if delivered by first class post or special delivery post 48 hours after being posted, provided that where in the case of delivery by hand such delivery occurs either after 4.00 pm on a weekday other than a public holiday ("**Working Day**"), or on a day other than a Working Day, service will be deemed to occur at 9.00 am on the next Working Day;
- 16.3. in the case of communications relating to the Contract which do not relate to matters where the Contract requires notice to be given, communications may take place by email between the parties using then current e mail addresses usually used between the parties.

17. SEVERABILITY

- 17.1. If any Condition(s) under the Contract are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed omitted, all other provisions shall remain in full force and effect.

18. THIRD PARTY RIGHTS

- 18.1. Save for the Indemnified Persons, a person who is not a party to the Contract may not enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

19. FORCE MAJEURE

- 19.1. Neither party shall be liable for the failure to perform its obligations under the Contract, if such failure results from any event which is beyond such party's reasonable control, which prevents or delays the performance of its obligations under this Contract ("**Force Majeure Event**").
- 19.2. Each party shall use all reasonable endeavours to limit the effects of any Force Majeure Event.
- 19.3. Each party agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event.

20. VARIATION AND WAIVER

- 20.1. No variation of this Contract shall be effective unless it is in writing and signed by the parties.
- 20.2. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 20.3. A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. ENTIRE AGREEMENT

- 21.1. The Contract contains all the terms which the Customer and the Supplier have agreed in relation to the supply of the Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Services. The Supplier's standard terms and Conditions referred to in any correspondence or quotation form shall not apply to the Contract. The Supplier acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Customer which is not set out in the Contract and agrees that it shall have no claim in respect of the same. Nothing in the Contract will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

22. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYMENT

- 22.1. Nothing contained in the Contract, and no action taken by the parties pursuant to the Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

23. PUBLICITY

- 23.1 The Supplier shall not: (a) make any public announcement or issue any public circular (including a media or press release) relating to the Contract or its subject matter without the prior written approval of the Customer; or (b) use the name or logos of the Customer and member of its group of companies or of its customers, as a reference or in any advertising or promotional materials without the Customer's prior written consent (on every occasion), which may be withdrawn at any time if it is given.

24. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 24.1 Any intellectual property rights includes but is not limited to; patents, designs and trade marks (whether registered or unregistered), copyright, database rights and know how (collectively, "IPR")
- 24.2 Title, right and interest in the product and/or Services which are procured, prepared, developed and/or delivered by the Supplier for the Customer (hereinafter known as "Deliverables") together with the IPR therein shall, upon payment by the Customer for the Services in respect of which the Deliverables were created, vest in the Customer and/or its end customer as stated on the Order. The Supplier undertakes to sign such documentation and take such action (if any) as may be reasonably requested by the Customer to

vest any IPR in the Deliverables in the Customer and/or its end client.

- 24.3 The Supplier shall, at its cost, reasonably procure that the Supplier personnel, providing Deliverables, contract with it on terms which ensure that any IPR arising out of or relating to the Deliverables and work done by that person shall vest in, or otherwise be assigned absolutely and with full title guarantee to the Customer in support of the Supplier's obligations of this Condition 24. For the avoidance of doubt, the Customer shall be responsible for the costs involved in registering any IPR or any on-going costs associated with such IPR.

- 24.4 For any Deliverables which include any third party IPR which are embedded in or which are an integral part of the Deliverables, the Supplier hereby grants (or shall procure the grant of) a perpetual, non-terminable, sub-licensable, fully assignable, royalty-free licence to the Customer or its end customer to use, copy or amend the to the extent necessary to enjoy the benefits of the Deliverables.

25. NON-SOLICITATION

- 25.1 In relation to each Contract, neither party shall, without the prior written consent of the other party, for the duration of any Order and for a period of twelve (12) months after the performance of the Order, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee of the other party.
- 25.2 Nothing in the Contract shall limit the right of either party to employ any person who has approached it in response to any public advertisement.

26. JURISDICTION AND GOVERNING LAW

- 26.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.