

Beauparc Procurement

General Terms and Conditions of Purchase

Service Only

Owner: Brendan Hyden, Group Procurement Director

Author: Richard Henry, Group Legal Counsel

Document Date: 22 May 2024

Revision Date: 29 May 2024

Version: 1-20240522

Classification: COMMERCIAL IN-CONFIDENCE

## 1 BASIS OF CONTRACT

1.1 These terms and conditions ("Conditions") apply to the agreement ("Contract") between: -

1.2 **B&M Waste Services Ltd** (a private limited company registered in England and Wales under number -----) ("Company") and/or any subsidiary or holding company from time to time of the Company and any subsidiary from time to time of a holding company of the Company ("**Beuparc**") as is set out in the Order (as defined below); and

1.3 The supplier (as stated on the Order) ("Supplier") for the supply of services (or any part of them) ("Services") set out in Beuparc's written purchase order document issued by Beuparc to the Supplier ("Order").

1.4 These Conditions shall apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate within its quotation, acceptance of the Order or any other communication, or which are implied by trade, custom, practice or course of dealing unless such terms are expressly agreed to by Beuparc and set out in the Order.

1.5 "Affiliates" means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity, where Control has the meaning given to it in section 1124 of the Corporation Tax Act 2010.

1.6 Reference to any statute or statutory provision includes any subordinate legislation made under it, any repealed statute or statutory provision which it re-enacts (with or without modification) and any statute or statutory provision which modifies, consolidates, re-enacts, or supersedes it.

## 2 WARRANTIES

2.1 The Supplier warrants, represents and undertakes to Beuparc that: -

2.1.1 it will maintain all regulatory approvals, licences and consents required to be able to lawfully supply the Services.

2.1.2 it will comply with all applicable laws (being applicable laws, legislation, statutory instruments, regulations, and governmental guidance having binding force whether local or national or international in any relevant jurisdiction ("Applicable Laws")).

2.1.3 the supply of the Services shall not infringe the intellectual property rights of any third party.

2.1.4 the Services shall:

2.1.4.1 comply with all laws regulations, standards, and best industry practice.

2.1.4.5 if the purpose for which they are required is indicated in the Order or has otherwise been made known to the Supplier by Beuparc, either expressly or by implication, be fit for that purpose conform and comply with European and UK Health and Safety legislation including but not limited to, the Health and Safety at Work Act 1974 and regulations made under this Act, and shall be performed with all due skill, care and diligence and to meet any requirements of Beuparc.

2.2 The Supplier shall pass to Beuparc for its own benefit and that of its Affiliates, the benefit of all manufacturer and other third-party warranties and/or guarantees relating to any services delivered to Beuparc in relation to the Services.

## 3 BREACH OF WARRANTY

3.1 If there is a breach of any of the warranties in Condition 2 and/or the Services have otherwise not been supplied in accordance with the Contract, then without limiting any of its other rights or remedies, and whether or not it has accepted the Services, Beuparc may exercise any one or more of the following remedies at the Supplier's cost and expense (such to include any transportation costs and any other costs that Beuparc incurs that it would not have incurred but for the breach):

3.1.1 Beuparc may require the Supplier to promptly re-supply the Services (or relevant part thereof) in compliance with the Contract; or

3.1.2 Beuparc may require the Supplier to refund any amounts paid for the Services which have not been supplied in accordance with the Contract; and

3.1.3 Beuparc shall be entitled to procure the supply of the Services which have not been supplied in accordance with the Contract from an alternate service provider and any additional cost to Beuparc shall be borne by the Supplier and invoiced by Beuparc to the Supplier on the date Beuparc places its order with the alternate provider which shall be due and payable within 60 days of the date of Beuparc's invoice.

## 4 PERFORMANCE OF THE CONTRACT

4.1 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 Beuparc 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 supply the Services and comply with its other obligations under the Contract.

4.2 The Supplier shall ensure that access to any assets owned by, or in the possession or control of Beuparc or its Affiliates ("Beuparc 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 the Services and that such Supplier personnel (and the Supplier) only use Beuparc Assets to the extent strictly necessary for such performance;

4.3 In respect of any premises owned or occupied by Beuparc or a Beuparc end customer (collectively, "Beuparc Premises"):

4.3.1 Beuparc 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 Beuparc or its end customer, be prejudicial to the performance of the Services; and

4.3.2 Beuparc and/or its end user shall inform the Supplier, or member(s) of the Supplier personnel accessing the Beuparc Premises of any relevant health and safety matters and/or policies with which the Supplier, Supplier personnel must comply while on the Beuparc Premises.

4.4 The Supplier shall, and shall ensure that the Supplier personnel shall, not remove any Beuparc Assets which constitute personal (as opposed to real) property from Beuparc Premises without Beuparc'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 Beuparc Assets.

4.5 The Supplier shall take reasonable and proper care of Beuparc Assets in its possession or control, be responsible for any loss of, or damage to, such Beuparc Assets caused by the Supplier or Supplier personnel, provided that the Supplier shall not be liable for reasonable wear and tear of any Beuparc Asset resulting from its normal and proper use in connection with the provision of the Services, and deliver the Beuparc Assets back to the relevant Affiliate end customer on demand.

4.6 All property of the Supplier located on Beuparc's Premises shall remain at the sole risk and responsibility of the Supplier.

4.7 Beuparc shall not be obliged to purchase any minimum quantity or volume of Services and may purchase services, or services similar to the Services, from any other supplier at its discretion.

4.8 Each Order issued by Beuparc to the Supplier shall be an offer to purchase Services subject to the Contract.

4.9 An Order may be withdrawn or amended by Beuparc at any time before acceptance by the Supplier.

4.10 Acceptance of an Order by the Supplier shall occur when it is expressly accepted by the Supplier in writing or by any conduct of the Supplier which Beuparc reasonably considers is consistent with acceptance of the Order.

4.11 The Supplier shall supply the Services at the location and on the date(s) (during Beuparc's normal business hours) as set out in the Order, subject to any amendment by agreement in writing between the parties from time to time.

4.12 If the Services are not supplied on the date(s) referred to in the Order, or other date as agreed in accordance with condition 4.11 above, then without limiting any other right or remedy Beuparc may have, Beuparc may: -

4.12.1 refuse to accept any subsequent attempted supply of the Services: or

4.12.2 terminate the Contract with immediate effect without any liability to the Supplier.

4.13 In supplying the Services, the Supplier shall:

4.13.1 co-operate with Beuparc in all matters relating to the Services and comply with all of Beuparc's instructions including (without limitation) performing such pre-supply acceptance tests as may be required by Beuparc to be carried out, making the results of the tests available to Beuparc, and implementing such Service changes as reasonably required by Beuparc arising out of such testing.

4.13.2 supply the Services with the best care, skill, attention, and diligence in accordance with best practice in the Supplier's industry, profession or trade.

4.13.3 use personnel who are qualified and experienced to undertake the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract.

4.13.4 ensure that the Services will conform with all descriptions, standards and specifications provided by the Supplier and any set out in the Order, and that any documents, products or materials, or services developed by the Supplier as part of or in relation to the Services shall be fit for any purpose that Beauparc expressly or impliedly makes known to the Supplier.

4.13.5 provide all equipment, tools and vehicles and such other items as are required to supply the Services.

4.13.6 obtain and at all times maintain all licences, authorisations and consents which are necessary and required to supply and/or perform the Services; and

4.13.7 not do or omit (or cause to do or omit) to do anything which may cause Beauparc to lose any licence, authority, consent or permission on which it relies for the purpose of conducting its business.

4.14 The Supplier agrees to provide Beauparc with any documents and information relating to the Services or their performance as reasonably requested by Beauparc.

4.15 Beauparc shall not have accepted, or be deemed to have accepted, the Services until the Acceptance Conditions (as defined below) are fulfilled and Beauparc has notified confirmation of such to the Supplier in writing.

4.16 The 'Acceptance Conditions' are that:

4.16.1 The Services have been supplied at the agreed location, on the date(s) and in accordance Beauparc's instructions, with the specifications set out in the Order or, in the absence of such specifications, to Beauparc's sole satisfaction; and

4.16.2 Beauparc has notified the Supplier in writing that the Services have been performed in full compliance with the Order and the Contract including this Condition 4.16.

4.17 Beauparc shall be entitled to reject the performance of any Services which are not supplied in full compliance with this Contract. Any acceptance of supplied Services that are not in full compliance with this Contract, shall not constitute a waiver of any of Beauparc's rights and remedies in relation to the same.

4.18 Beauparc may observe the Supplier's supply of the Services and the Supplier shall provide Beauparc with access to and use of all facilities reasonably required to enable Beauparc to do so.

4.19 Any observation by Beauparc of the Supplier's supply the Services shall not be deemed to be acceptance of supply or a waiver of any of Beauparc's other rights and remedies relating thereto.

4.20 The rights of Beauparc in this Condition 4 are without prejudice to Beauparc's other rights and remedies under this Contract.

4.21 The following Beauparc policies which can be found at [www.Beauparc.co.uk](http://www.Beauparc.co.uk), and in any Beauparc Supplier platform, shall apply to and shall be always complied with by the Supplier, including any changes thereto, and any changes to them shall take effect on the earliest publication on either of [www.Beauparc.co.uk](http://www.Beauparc.co.uk) or any Beauparc Supplier platform: -

4.21.1 Terms and Conditions for use of [www.Beauparc.co.uk](http://www.Beauparc.co.uk) website.

4.21.2 Modern Slavery Statement.

4.21.3 Cookie Policy; Supplier Code of Conduct.

4.21.4 Supplier Billing and Payment Policy.

4.21.5 Any other policies introduced by Beauparc or by the Indemnified Parties (as defined in Condition 10) intended to apply to the Supplier; together known as "Beauparc Policies".

4.22 The Supplier shall promptly notify Beauparc and in any event within five Working Days (as defined in Condition 15.3) of becoming aware of a breach of Beauparc Policies. A breach of any of the policies referred to in Condition 4.21 shall constitute a material breach of this Contract.

4.23 The Supplier shall at its own cost co-operate with any regulatory authority as required from time to time.

## 5 CHARGES AND PAYMENT

5.1 The charges payable for the Services and the currency for payment shall be set out in the Order. Charges are exclusive of value added tax or any other similar tax ("VAT") payable in Beauparc's jurisdiction of incorporation but includes all other taxes, duties, and levies. If VAT is chargeable in Beauparc's jurisdiction of incorporation, it will be separately identified on the

invoice and will be payable by Beuparc subject to the Supplier's compliance with its obligations in Condition 5.3 and without prejudice to Condition 5.4 below,

as applicable.

5.2 Subject to Condition 5.4 the Supplier may invoice Beuparc for the Services on or following the later of: -

5.2.1 any invoice or payment dates referred to in the Order; or

5.2.2 the actual supply date if the Services have been supplied in accordance with the Contract.

5.3 The Supplier will follow Beuparc's Supplier Billing and Payment Policy with respect to the mechanics of issuing and the format of the invoice and will include on the invoice Beuparc's Order number and a full breakdown of the charges (with sufficient information to enable Beuparc to verify the charges).

5.4 The Supplier shall not be entitled to invoice Beuparc later than six months following supply of the Services and Beuparc shall not be obliged to pay the Supplier for such Services if an invoice is received after six months has elapsed.

5.5 Provided the Services are supplied, and the invoice is submitted in accordance with the Contract, then Beuparc will pay the Supplier no later than 60 days after the date on which Beuparc received the Supplier's invoice. If such a day is not a normal banking day in Beuparc's place of business, then payment will be made by the following normal banking day in Beuparc's place of business. If the Services have not been supplied in accordance with the Contract before payment is made, Beuparc shall only pay for the Services which have been performed in accordance with the Contract and Condition 3 shall apply to the Services which have not.

5.6 Permitted Expenses. Where the Contract allows for travel and subsistence costs to be recovered in addition to the charges, such costs shall only be recoverable to the extent that they have been reasonably incurred in connection with the Services, with the prior consent of Beuparc, and in compliance with the permitted expenses policy as made available to the Supplier and updated from time to time. The payment by Beuparc for costs and expenses referred to in this Condition are subject to the following conditions:

5.6.1 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

5.6.2 the Supplier shall provide any additional information regarding such expenses as Beuparc may request from time to time.

5.7 Beuparc will be entitled to set-off any liability (including amounts invoiced but not yet due) owed by it to the Supplier against any liability of the Supplier or any of its Affiliates to Beuparc or any of its Affiliates under the Contract or any other agreement.

5.8 If the Supplier does not receive any undisputed invoice amount due from Beuparc under the Contract on its due date, the Supplier will be entitled to charge interest on all undisputed overdue amounts at a rate of 2% per annum above the base lending rate for Barclays bank, accruing on a simple basis from the day the amount became overdue and ending on the day payment is received in full by the Supplier. For the avoidance of doubt, but subject always and without prejudice to the Supplier's remedies set out in Condition 14, the Supplier shall not be entitled to withhold or suspend the supply of Services as consequence of any failure by Beuparc to pay any amount by its due date.

## 6 TITLE AND RISK

6.1 Risk and title in any documents, products or materials procured, prepared, developed and/or delivered by the Supplier as part of or in relation to the Services ("Deliverables") shall pass to Beuparc and/or its end customer as stated on the Order on payment by Beuparc for the Services in respect of which the Deliverables were created. The Supplier will ensure that title to any Deliverables or any part of them transfer to Beuparc with full title guarantee and free from any encumbrances.

6.2 The passing of title shall not prejudice any other of Beuparc's rights and remedies and Beuparc may use or resell the Deliverables in the ordinary course of its business.

## 7 CONFIDENTIALITY AND ANNOUNCEMENTS

7.1 Confidential Information means any commercial, financial, or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract.

7.2 Each party shall keep confidential all Confidential Information of the other party and the other party's Affiliates and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

7.2.1 any information which was in the public domain at the date of the Contract.

7.2.1.1 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement.

7.2.1.2 any information which is independently developed by one party without using information supplied by the other or by the other's Affiliates: or

7.2.1.3 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

7.3 This clause shall remain in force during and for a period of five years from the date of termination of the Contract.

7.4 The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

## 8 DATA PROTECTION AND BEAUPARC MATERIALS

8.1 Data Protection Laws means any Applicable Law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Contract, including:

8.1.1 the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018.

8.1.2 the Data Protection Act 2018 ("DPA").

8.1.3 any laws which implement any such laws.

8.1.4 all guidance, guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to such Data Protection Laws (in each case whether or not legally binding).

8.1.5 For the purpose of this Condition 8, "Controller", "Personal Data", "Processor" and "Processing" have the meanings given to them in Data Protection Laws (and "Process", "Processed" and "Processes" shall be construed accordingly).

8.2 The Parties each acknowledge and agree that they may need to Process Personal Data, which they will do so in their respective capacities as Controllers, in order to (as appropriate)-

8.2.1 administer and supply the Services.

8.2.2 request and accept supply of the Services.

8.2.3 compile, dispatch and manage the payment of invoices relating to the Services.

8.2.4 manage the Contract and resolve any disputes relating to it.

8.2.5 respond and/or raise general queries relating to the Services; and

8.2.6 comply with their respective regulatory obligations.

8.3 Each Party shall Process Personal Data for the purposes set out in Condition 8.2 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their Affiliates, and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Condition 8.3, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with Data Protection Laws.

8.4 Where the Services require the Supplier to Process Personal Data as a Processor for Beauparc, the parties will enter into Beauparc's Data Processing Agreement.

## 9 INSURANCE

9.1 The Supplier agrees to take out and maintain with a reputable insurance company: -

9.1.1 public and products liability insurance with a minimum level of indemnity of not less than £2,000,000 (two million pounds).

9.1.2 professional indemnity insurance a minimum indemnity limit of £5,000,000 (five million pounds).

9.1.3 such other insurances of a sufficient value, and in respect of the types of insurance, that it is reasonable for Beuparc to require of a supplier supplying services similar to those of the Supplier under this Contract to maintain; and

9.1.4 any other insurance that a prudent supplier should consider reasonable for the supply of the Services or as required by Applicable Law.

9.2 The Supplier shall provide Beuparc with a copy of such insurance certificates and policies upon reasonable request.

## 10 INDEMNITIES

10.1 The Supplier shall at all times indemnify Beuparc, its Affiliates, their officers, employees, consultants, and agents ("Indemnified Parties"), and keep the Indemnified Parties indemnified, from and against any and all damages, losses, costs (including legal costs), or expenses incurred by the indemnified Parties, in connection with: -

10.1.1 any breach of Applicable Laws, 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.

10.1.2 a breach of Condition 2 (Warranties), Condition 7 (Confidentiality), Condition 8 (Data Protection), Condition 12.2 (Anti-Bribery and Corruption), Condition 13 (Anti-Slavery), 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.

10.1.3 any claim for negligent performance and failure or delay in performance of the Contract by the Supplier.

10.2 Condition 11 shall not apply to the indemnity given in Condition 10.1.

## 11 LIMITATION OF LIABILITY

11.1 Neither Party excludes or limits its liability to the other:

11.1.1 for personal injury or death caused by its negligence.

11.1.2 for any matter for which, at law, a Party cannot exclude or limit or attempt to exclude or limit its liability.

11.1.3 for fraud or fraudulent misrepresentation.

11.2 Subject to Condition 11.1, neither Party shall have any liability to the other Party for any indirect, special, or consequential loss, loss of profits or expected turnover.

11.3 Subject to Condition 11.1 and 11.2 Beuparc's liability to the Supplier shall be limited to the charges paid for the Services in the 12 months prior to the event giving rise to the liability.

## 12 ANTI-BRIBERY AND CORRUPTION

12.1 The Supplier shall: -

12.1.1 comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

12.1.2 not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice, or conduct had been carried out in the UK.

12.1.3 maintain an effective anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance including the monitoring of compliance and detection of violations.

12.1.4 promptly report to Beuparc any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and

12.1.5 reasonably assist Beuparc, to comply with anti-bribery and corruption legislation.

12.2 The Supplier warrants to Beuparc on an ongoing basis that neither it nor any person acting on its behalf has given, or agreed or promised to give, or will give, agree or promise to give, any financial or other advantage, to or for the benefit of any other person in order to obtain or influence the award of the Contract or to reward any act or decision of any representatives of Beuparc in relation to the award or negotiation of the Contract.

12.3 Breach of this Condition 12 shall constitute a material breach of the Contract.

## 13 ANTI-SLAVERY

13.1 The Supplier undertakes, warrants, and represents that: -

13.1.1 neither the Supplier nor any of its officers, employees, agents, sub-contractors have: -

13.1.2 committed an offence under the Modern Slavery Act 2015 ("MSA Offence").

13.1.3 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

13.1.4 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.

13.1.5 it shall notify Beauparc immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors, Affiliates, have breached or potentially breached any of the Supplier's obligations under this Condition 13.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

13.2 Any breach of Condition 13.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle Beauparc to terminate or suspend the Contract with immediate effect.

#### 14 TERMINATION

14.1 Beauparc may terminate all or part of the Contract for convenience at any time by giving written notice to the Supplier without liability to the Supplier.

14.2 The Supplier may by written notice terminate the Contract if Beauparc is in material breach of any Condition(s) of the Contract, which is either: -

14.2.1 not capable of remedy; or

14.2.2 being capable of remedy, has not been remedied within thirty (30) days after written notice from the other party requiring it to do so.

14.2.3 For the purposes of this Condition 14.2: -

14.2.3.1 a number of breaches (whether of the same or different obligations and regardless of whether those breaches are remedied, whether concurrent or occurring over a period of time) may collectively constitute a material breach to which Condition 14.2.1 or 14.2.2 applies whether or not each breach on its own would be considered a material breach.

14.2.3.2 late payment of invoices shall not constitute a material breach nor fall within the provisions of Condition 14.2.3.1.

14.3 The Supplier may terminate the Contract at any time with immediate effect if: -

14.3.1 a resolution is passed, or an order is made for Beauparc's winding up (or equivalent order in the relevant jurisdiction), otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction.

14.3.2 Beauparc becomes subject to an administration order; a liquidator, receiver, or administrative receiver or similar is appointed over any of its property or assets.

14.3.3 Beauparc 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.

14.3.4 Beauparc is affected by a Force Majeure Event (defined in Condition 21.4) that continues for a period of sixty (60) days.

14.4 If the Contract is terminated:

14.4.1 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

14.4.2 the rights of either party accrued on or prior to termination shall remain unaffected.

14.5 Upon termination of the Contract in accordance with its terms by either party, and provided that prior to such termination Beauparc is reasonably satisfied that the Services have been supplied in accordance with this Contract, Beauparc may in its sole discretion require the Supplier to continue the supply of the Services in accordance with the Contract for up to 3 months following the date of termination, save where such termination is under Condition 14.3.



## 15 AUDIT AND INSPECTION

15.1 The Supplier shall permit Beauparc and or its 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 Beauparc or its auditors to enter any of the Supplier premises (where reasonable notice has been provided to the Supplier) to inspect and take copies of such books and records and to interview members of the Supplier personnel once per annum.

15.2 The purpose of any audit carried out under this Condition 15 shall be to provide the auditor with assurance as to the Supplier's compliance with the Contract, to enable Beauparc to investigate any complaints or queries or to provide information required by a regulatory authority or any Affiliates of Beauparc 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.

15.3 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 15.1. 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, Beauparc shall provide at least three (3) Working Days (as defined below) written notice of the audit, shall conduct the audit (or procure it is conducted) within the hours of 9.00 am to 5.30 pm GMT ("Normal Business Hours") on a day other than a Saturday, Sunday or a bank holiday in the relevant jurisdiction of Beauparc ("Working Day").

## 16 INTELLECTUAL PROPERTY RIGHTS (IPR)

16.1 Any intellectual property rights include but are not limited to; patents, designs, and trademarks (whether registered or unregistered), copyright, database rights and know how (collectively, "IPR")

16.2 When title, right and interest in the Deliverables (as defined in Condition 6.1) passes to Beauparc in accordance with Condition 6, the IPR therein shall also vest in Beauparc and/or its end customer as stated on the Order.

16.3 The Supplier undertakes to sign such documentation and take such action (if any) as may be reasonably requested by Beauparc to vest any IPR in the Deliverables in Beauparc and/or its end customer.

16.4 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 Beauparc in support of the Supplier's obligations of this Condition 16. For the avoidance of doubt, Beauparc shall be responsible for the costs involved in registering any IPR or any on-going costs associated with such IPR.

16.5 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, nonterminal, sub-licensable, fully assignable, royalty-free licence to Beauparc or its end customer to use, copy or amend the to the extent necessary to enjoy the benefits of the Deliverables.

## 17 ASSIGNMENT AND SUB-CONTRACTING

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

## 18 NOTICES

18.1 Where the Contract requires notice to be given by one party to the other such notice shall be in writing and shall be delivered as follows:

18.1.1 in the case of delivery to Beauparc, by email to [supplier.notices@Beauparc.co.uk](mailto:supplier.notices@Beauparc.co.uk) and by first class post or special delivery post addressed to the Group Procurement Director to the registered office of Beauparc.

18.1.2 in the case of delivery to the Supplier addressed to a Director at the Supplier's registered office address.

18.2 Posted notices will be deemed to have been duly served at 11am on the first Working Day 48 hours after being posted.

18.3 Notices by email will be deemed to have been duly served at 11am the next Working Day after sending unless the email is returned to the sender as undeliverable.

18.4 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 email addresses usually used between the parties.

## 19 SEVERABILITY

19.1 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.

## 20 THIRD PARTY RIGHTS

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

## 21 FORCE MAJEURE

21.1 Neither party shall be liable for the failure to perform its obligations under the Contract, if such failure results from a Force Majeure Event which prevents or delays the performance of its obligations under this Contract.

21.2 Each party shall use all reasonable endeavours to limit the effects of any Force Majeure Event.

21.3 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.

21.4 A "Force Majeure Event" means an act of God, fire, flood, lightning, earthquake, or other natural disaster, war, riot or civil unrest, failure of supplies of power, fuel or water at utilities infrastructure level, strike, lockout or boycott or other industrial action (except strikes or other industrial disputes involving the Supplier's or its subcontractors' workforce).

## 22 VARIATION AND WAIVER

22.1 No variation of this Contract shall be effective unless it is in writing and signed by the parties.

22.2 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.

22.3 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.

## 23 ENTIRE AGREEMENT

23.1 The Contract contains or refers to all the terms which Beuparc 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 acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of Beuparc or its Affiliates 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.

## 24 NO PARTNERSHIP, JOINT VENTURE, AGENCY, OR EMPLOYMENT

24.1 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.

## 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 PUBLICITY

26.1 The Supplier shall not:



26.1.1 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 Beauparc; or

26.1.2 use the name or logos of Beauparc or its Affiliates, as a reference or in any advertising or promotional materials without Beauparc's prior written consent (on every occasion), which may be withdrawn at any time if it is given.

27 JURISDICTION AND GOVERNING LAW

27.1 The Contract and any non-contractual obligations arising out of or in relation to the Contract, will be governed by and construed in accordance with English law.

27.2 If the Supplier is incorporated in the United Kingdom, the English courts have jurisdiction to settle any dispute arising out of or in connection with the Contract, the legal relationships created by it, and any non-contractual obligations arising out of or in relation to it, and the Supplier submits to the exclusive jurisdiction of the English courts with respect to such disputes.

27.3 If the Supplier is not incorporated in the United Kingdom, any dispute arising out of or in connection with the Contract, whether arising in contract, tort, equity, for breach of statutory duty or otherwise, will be finally resolved in accordance with the Rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The seat and place of any such arbitration will be London, UK and the language of the arbitration will be English. There will be one arbitrator, selected and appointed by the Parties, except where:

27.3.1 the dispute involves an amount in excess of 2,000,000 GBP or equivalent (exclusive of costs and fees); or

27.3.2 the Parties are unable within 30 days to agree the identity of an arbitrator,

in which cases three arbitrators will be appointed. In such instance, each Party will select one arbitrator within 30 days after giving or receiving the demand for arbitration (or failing to agree the identity of an arbitrator under Condition 27.3.2, and the two arbitrators so selected will jointly select the third arbitrator. If the two arbitrators fail to select the third arbitrator within 30 days, then the ICC will make the relevant appointment. This Condition does not limit the right of any Party at any time to seek interim measures of protection in any appropriate courts. Such preservation of rights will not be construed as a waiver or limitation of either Party's consent to arbitration.

Signed on behalf of the Beauparc:

Signed on behalf of the Supplier:

Company Name.....

Company Name.....

Position.....

Position.....

Signature.....

Signature.....

Date.....

Date.....