

## **Countryside Properties Purchasing Terms and Conditions of Goods and Services not for Resale**

### **Definitions**

**'CP'** (who for the purposes of this agreement shall be deemed to include Countryside Properties, their subsidiaries, associated companies and joint ventures) of Countryside House, The Drive, Brentwood, Essex, CM13 3AT, and any undertaking which at the time of contract directly or indirectly controls, is controlled by, whether acting on its own behalf or on behalf of any company for whom it is acting as agent, or is under common control with a company which is part of CP

**'Conditions'** means the terms and conditions of purchase set out in this document.

**'Goods'** and/or **'Services'** means the goods and/or services to be supplied by the Vendor pursuant to the Buying Agreement (or any of them).

**'Group'** means in respect of any legal person, its Holding Company and all subsidiary companies of that person or Holding Company.

**'Intellectual Property Rights'** means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action).

**'CP's Environmental, Social and Ethical Policies'** means the CP's policies on: Business Ethics, Climate Change, Competition Law Compliance, Environmental, Equal Opportunities, Health & Safety, Membership, Procurement, Quality, Sustainable Development and Training & Development. Copies of the current policies are available on request from CP

**'CP's Intellectual Property Rights'** means Intellectual Property Rights owned by CP (whether alone or jointly with anyone else) and CP's rights under licences of, and consents in favour of CP in relation to, Intellectual Property Rights of any third party.

**'Buying Agreement'** means an agreement entered into, or which is entered into at any time in the future, between CP and You in respect of the supply of Goods and/or Services to or on behalf of CP by You and consists of:

- CP's Purchase Order;
- These Conditions; and,
- CP's Business Methodology and Service Level Agreement.

**'You/Your' or 'Vendor'** means the person, firm or company with which CP is a party to a Buying Agreement which is subject to these Conditions.

## **PART I APPLICABLE TO GOODS AND SERVICES**

### **1. STATUS OF THE CONDITIONS**

*Incorporation of these Conditions* 1.1 These Conditions shall apply to and be incorporated into any Buying Agreement and order.

*Supremacy of these Conditions* 1.2 These Conditions shall prevail over any inconsistent terms or conditions contained in or referred to in Your quotation or any statement of work, delivery note, consignment note, acceptance of order or correspondence or in any terms and conditions or elsewhere (including in any order or Buying Agreement), and shall take precedence over any terms and conditions implied by trade custom or practice or course of dealing or otherwise.

*Variation of these Conditions* 1.3 No addition to or variation of exclusion of these Conditions (other than updates to these Conditions provided to You by CP) shall be binding upon CP unless specifically agreed in writing and signed by an authorised member of CP staff.

*Interpretation* 1.4 In these Conditions unless the context requires otherwise:

- references to these conditions or any other document are to these Conditions or that document as updated and/or amended from time to time;
- the singular includes the plural and vice versa; references to any gender include every gender; and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons;
- all headings are for convenience, have no legal effect and should be ignored when interpreting these Conditions;
- a reference to a statute, statutory instrument or other subordinate legislation ("legislation") is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including any corresponding legislation in any other relevant part of the United Kingdom.
- the definitions contained in the Interpretation Act 1978 apply (unless a specific definition has been included or the context otherwise requires) in interpreting words and phrases used in these Conditions.

- any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. VALID PURCHASE ORDERS

*Terms of orders* 2.1 You will only sell Goods and/or Services to CP pursuant to an order in writing. All orders placed with You by CP will be subject to these Conditions, and any Buying Agreement.

*Cancellation or change of orders* 2.2 CP may cancel or change an order without charge prior to commencement of delivery or performance of Services. If You have commenced delivery of an order or performance of Services, CP can only cancel or change that order with Your agreement.

2.3 The Bulk Order is an intention to order only. The subsequent call off or delivery schedule will be the commitment. Countryside will not accept any costs associated with the manufacture of goods prior to receiving a document of commitment.

## 3. ACCEPTANCE AND RECEIPT OF ORDERS

*Time of Acceptance of Orders* 3.1 You will be deemed to have accepted an order unless You notify CP in writing within 2 days of receipt of such order, unless otherwise agreed in writing.

*Receipt of Orders* 3.2 Order will be deemed to have been received:

3.2.1 if given or made by prepaid first class post, two working days after being posted.

3.2.2 if given or made by form of electronic communication, i.e. e-mail, the same working day.

## 4. CONDITIONS OF SUPPLY

*Compliance with all laws and regulations* 4.1 The Goods and/or Services and the supply of them by You will comply in each and every respect with all relevant legal, regulatory and other requirements for the time being in force and will not infringe the Intellectual Property Rights of any third party. In particular:

*Health and Safety* 4.1.1 in supplying the Goods and/or Services You will comply in all respects with Your obligations under the Health and Safety at Work Act 1974 (and any

amendments or re-enactments of that Act) and all other health and safety legislation which relates to the Goods or Services.

*Environment* 4.1.2 in supplying the Goods and/or Services You will comply in all respects with Your obligations under the Environmental Protection Act 1990 (and any amendments or re-enactments of that Act) and all other environmental legislation which relates to the Goods or Services.

*Building Regulations* 4.1.3 in supplying the Goods and/or Services You will comply in all respects with Your obligations under the Building Act 1984 (and any amendments or re-enactments) and current Building Regulations and all other buildings legislation which relates to the Goods or Services.

*CDM Regulations* 4.1.4 in supplying the Goods and/or Services You will comply in all respects with Your obligations under the Construction (Design & Management) Regulations 2007 (and any amendments or re-enactments) and all other construction legislation which relates to the Goods or Services.

*CP staff regulations* 4.2 You will ensure that Your employees, sub-contractors and agents comply with all applicable CP staff regulations whilst on CP's premises and with any such regulations imposed by any agent or contractor of CP when on their premises.

*CP ESE Policies* 4.3 You shall ensure that Your employees, subcontractors and agents are aware of and comply with the CP's Environmental, Social and Ethical Policies.

You shall ensure that you comply with all obligations under the Modern Slavery Act 2015.

## **5. PRICE**

*Price for the Goods and/or Services* 5.1 The Price to be paid for the Goods and/or Services shall be the lower of the price shown on the order and that which is included in Buying Agreements to be entered between CP and You.

*Inclusive Price* 5.2 The price charged by You shall be all inclusive and You shall not be entitled to make any additional charges for administration, packaging, shipping, carriage, insurance or delivery of the Goods and/or Services.

*Changes to* 5.3 There will be no change to the price during the period of validity of the price

*price* unless agreed in writing by an authorised member of CP staff.

*Rebates* 5.4 Details of rebates payable to CP will usually be set out in a Buying Agreement, but may also be agreed in writing and signed by the parties during the term of any Buying Agreement. You undertake that You will honour all such rebates and agree that to the extent that You do not, CP shall be entitled to withhold payments otherwise due to You, as well as pursuing any other remedies available to it. Where rebates are payable CP will make deductions from any amounts falling due to You in line with agreed payment terms and payment frequency.

*Best Prices* 5.5 You warrant that the prices charged for the Goods and/or Services are the lowest prices charged by You for the Goods and/or Services. If CP discovers that You offer or grant the Goods and/or services to third parties at lower prices than the prices offered to CP, CP will notify You and You will forthwith offer such prices to CP. Such lower prices will be applied retrospectively from the date of the Buying Agreement or the date such lower prices were offered or granted to a third party whichever is the later and You will reimburse CP with any such amounts.

*Cost Savings* 5.6 You will notify CP of and pass onto CP by way of reduced prices the benefit of any cost savings to You whether resulting from technology and process changes or otherwise.

## **6. PAYMENT**

*CP's payment policy* 6.1 Except as otherwise agreed in writing by CP, payment of invoices will be made the month after the month of the date of invoice, and submitted in the correct format (such format to be agreed with You).

*Set Off* 6.2 CP will be entitled at its sole discretion to set off any liability to You against any liability of Yours to CP (in either case however such liability arises and whether or not it is present or future, liquidated or unliquidated and irrespective of the currency of its denomination). Any exercise by CP of its rights under this clause does not affect any other rights and remedies it may have under any Buying Agreement or otherwise. CP will provide to You written notice of any exercise of its right of set off under this clause CP will procure the acceptance by the relevant Subsidiary Company of CP of any set off under this clause involving the Subsidiary Company of CP. You will accept any such set off in relation to a liability owed to You by a Subsidiary Company of CP in full and final discharge of such liability.

*Suspension of Payments* 6.3 Where CP is owed sums by You (whether under these Conditions or otherwise) which are in excess of the amounts payable by CP to You, CP will be entitled to suspend all payments to You under these Conditions until the balance owing to

CP has been recouped by way of set off against the payments suspended.

*Late Payments*      **6.4 The time for payment is not of the essence.**

## **7. INSURANCE**

*Your obligation to insure*      7.1 You will carry and maintain in force for the duration of any Buying Agreement the following insurances, to be evidenced by Certificates of Insurance made available to CP within 7 days of request:

7.1.1 Employer's Liability Insurance or similar insurance(s) in accordance with laws which may be applicable to Your employees, agents or sub-contractors engaged directly or indirectly in the performance of a Buying Agreement;

7.1.2 Public and Product Liability insurance in the amount of at least £5,000,000 for any one occurrence. You represent and warrant that this insurance covers loss and damage relating to CP;

7.1.3 Motor Vehicle Liability insurance, complying with the Road Traffic Acts and all other Laws relative to motor vehicles in respect of all vehicles (whether or not owned or hired) to be used in connection with the performance of a Buying Agreement. This insurance shall provide unlimited cover for personal injury including death and shall be in the amount of at least £5,000,000 for any one occurrence of loss or damage to property;

7.1.4 Professional Indemnity insurance (where applicable). This insurance shall provide cover to the level negotiated with CP for any one occurrence of loss relating to CP. Such insurances will cover claims arising during the course of any Buying Agreement and for a period of 12 years following termination or expiry of it.

## **8 INFORMATION REQUIREMENTS**

*Invoice Information*      8.1 Invoices must show Date, Invoice number, Vendor name and address, VAT breakdown as well as the purchase call off number and the price for the Goods and/or Services supplied together with any other information or supporting documentation CP may reasonably require. Where the invoice issued does not represent a VAT receipt, such a receipt must follow within 5 working days of payment being made. Where we are processing transactions using Electronic Data Interchange You will send separately to CP's Purchase Ledger Department a spreadsheet showing the purchase order numbers, the CP Cost Centre, the composition of all invoices raised and the price for all

Goods and/or Services supplied to CP during the statement period. A statement format can be obtained from CP's Purchase Ledger Department.

*Information provided was accurate* 8.2 You warrant and represent that all information provided to CP prior to the formation of contractual arrangements between us was materially true, accurate and not misleading. You undertake to notify CP immediately if any such information becomes untrue, inaccurate or misleading.

*Data to remain the property of CP* 8.3 All specifications, drawings, sketches, models, prototypes, samples, tools, designs, technical information or data or other proprietary information (whether written, oral or otherwise and including personal data as defined in the Data Protection Act 1998) made available to You by CP (or on its behalf) will remain the property of CP and will be returned promptly to CP (together with all copies) at CP's request. Such information will be treated as strictly confidential, will be kept safely and will not be used or disclosed by You except as strictly necessary in the performance of any CP order, and/or Buying Agreement.

*Management Information* 8.4 You will provide CP with such management information regarding the purchase activity for the Goods and/or Services by CP under the Contract as may be set out in the Buying Agreement.

*Pricing Information* 8.5 You shall provide CP with such information and evidence as CP may reasonably require concerning the make-up of Your prices and pricing arrangements on request.

## **9 DISPUTE RESOLUTION**

*Dispute Resolution* All disputes arising in connection with any order, or Buying Agreement shall (whether or not it has been terminated) be dealt with as follows:

*First Stage* 9.1 All disputes shall be referred by the Vendor in writing to CP's Buying Manager (or equivalent). CP shall refer all disputes in writing to the Vendor's staff member who handles CP's account. CP and the Vendor will then seek to settle the dispute by negotiation.

*Second Stage* 9.2 Any dispute which had not been resolved within 56 days of notice to the relevant staff member may, by written notice (the mediation notice) given by either party to the other, be referred to mediation by a suitably qualified independent mediator.

The mediation shall take place not later than 28 days after the mediation notice.

*Third Stage* 9.3 If the dispute has not been resolved within 56 days of the mediation notice it shall be referred to expert determination in England by an independent expert (the "Expert") who, failing agreement, shall be appointed by the President for the time

being of the Chartered Institute of Arbitrators, London. The Expert shall apply English law to the conduct of the referral and act as an expert and not as an arbitrator. The referral, its subject matter and outcome shall be confidential. The Expert's decision shall, in the absence of manifest error, be final and binding upon both parties.

The Expert shall make such directions for the conduct of the referral as he thinks fit but his decision will, in any event, be given within 56 days of his appointment.

CP and the Vendor shall bear the costs of the Expert in equal shares unless he determines otherwise.

*Litigation* 9.4 Nothing in these Conditions shall prevent either the Vendor or CP in cases in which injunctive or declaratory relief is required from commencing proceedings and pursuing its claims under these Conditions before the courts of England and Wales.

## **10 FORCE MAJEURE**

*No delay or failure* 10.1 No delay or failure in performance by You or by CP shall constitute default hereunder or give rise to any claim for damages or loss including anticipated profits if such delay or failure is caused by Force Majeure. Unless otherwise instructed by CP, You will recommence performance as soon as possible after the Force Majeure has ceased.

*Meaning of Force Majeure* 10.2 Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which that party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to: acts of God; expropriation or confiscation of facilities; any form of Government intervention; war; hostilities; terrorist activity; local or national emergency; sabotage or riots; floods or unusually severe weather conditions which could not reasonably have been anticipated; fire; explosions or other catastrophes; national or district strikes or any other concerted acts of workmen or other similar occurrences other than strikes of Your workforce.

*Remedies of Force Majeure* 10.3 If any delay or failure in performance, as set out above, prevents You from performing Your obligations CP may engage an alternative supplier to provide the Goods and/or Services for the duration of the event of Force Majeure and for a period thereafter (and provided CP uses reasonable endeavours to minimise its contractual commitments to the alternative supplier, You will reimburse CP for any additional costs incurred by CP in relation to such alternative supplier) and/or at any time during the event of Force Majeure terminate any orders and/or any Buying Agreement by giving immediate notice in writing to You.



## 11 INDEMNITY

*Your indemnity to CP* 11.1 You will indemnify and keep CP indemnified against all costs, liabilities, expenses, damages or other losses (including, without limitation, loss of profit, consequential losses and all legal and other professional fees) incurred or suffered by CP howsoever arising as a result of:

11.1.1 breach by You of any term of these Conditions or any Buying Agreement; or

11.1.2 any failure or alleged failure of the Goods and/or Services to comply with these Conditions or any Buying Agreement or other contract between CP and You; or

11.1.3 any infringement or alleged infringement of Intellectual Property Rights (or other rights) of third parties in respect of the Goods and/or Services their packaging associated documentation (including, without limitation, instruction manuals), appearance, labelling or advertising; or

For the avoidance of doubt, unless otherwise agreed in writing CP will control any legal proceedings with third parties in respect of which it is being indemnified by You.

## 12 TERMINATION

*CP's rights to terminate* 12.1 Without prejudice to any other rights or remedies to which CP may be entitled it may terminate any or all orders and/or any Buying Agreement immediately without liability in the event that:

*Insolvency* 12.1.1 (a) You suspend, or threaten to suspend, payment of Your debts or become unable to pay Your debts as they fall due or admit inability to pay Your debts or (being a company) are deemed unable to pay Your debts within the meaning of section 123(1) of the Insolvency Act 1986 or (being a natural person) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) have any partner to whom any of the foregoing apply; or

(b) if the value of Your assets is less than the amount of Your liabilities as defined in section 123(2) of the Insolvency Act 1986; or

(c) You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or make a proposal for or enter into any voluntary arrangement, composition of debts or a scheme of arrangement to be approved in accordance with the Companies Act 1986 or the Insolvency Act 1986 as the case may be (other than for the

sole purpose of a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or

(d) You have a petition filed, a notice given, a resolution passed, or an order made, for or in connection with Your winding up (other than the passing of a resolution for voluntary winding-up with a declaration of solvency under section 89 of the Insolvency Act 1986); or

(e) You file a notice of intention to appoint an administrator, a notice of appointment of an administrator or an application to court for the appointment of an administrator or You enter administration within the meaning of Schedule B1 to the Insolvency Act 1986; or

(f) being an individual, You are the subject of a bankruptcy petition or order; or

(g) You have a floating charge holder over Your assets become entitled to appoint or on the appointment of an administrative receiver or have possessions taken, by or on behalf of the holders of any debentures secured by a floating charge or of any property comprised in or subject to the floating charge; or

(h) You have a person who becomes entitled to appoint a receiver or manager of Your property or a receiver or manager is appointed over Your property; or

(i) You have a creditor or encumbrancer of them who attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Your assets and such attachment or process is not discharged within 14 days; or

(j) You are subject to any analogous arrangement, event or proceedings in any other jurisdiction to those set out in clauses (a) – (i) above; or

(k) (additionally in the case of a partnership) You have any partner the subject of an individual arrangement or any other event or proceeding referred to in clauses (a) - (j) above; or

(l) You suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of Your business; or

(m) You commit any fraud or any other unlawful or criminal act in respect of Your performance of the Buying Agreement.

<i>Breach</i>	12.1.2	You commit any material breach of these Conditions or any order or any Buying Agreement and where the breach is remediable You have failed to remedy it within five (5) days after being required to do so by written notice specifying the breach or breaches complained of; or
<i>Key Performance Levels</i>	12.1.3	You persistently fail to meet the Key Performance Levels applicable to the Buying Agreement; or
<i>Conduct</i>	12.1.4	You have, in the reasonable opinion of CP, harmed the name or business of CP; or
<i>Change of control</i>	12.1.5	A person (or persons acting together) take a controlling interest in Your share capital (for this purpose a 'controlling interest' being either: (a) the ownership or control (directly or indirectly) of more than 50% of Your voting share capital or the share capital of Your holding company; or (b) the ability to direct the casting of more than 50% of the votes exercisable at Your general meetings or those of Your holding company on all, or substantially all, matters).
<i>CP's right to terminate on notice</i>	12.2	In addition to the provisions of clause 9.1, CP has the right to terminate any Buying Agreement by giving at least two months written notice to You.
<i>Provisions which survive termination</i>	12.3	Clauses 7 (Vendor's obligations to insure), 9 (Dispute Resolution), 11 (Indemnity), 13 (Intellectual Property), 21 (Confidentiality), 23 (No Third Party Rights), 25 (Severability), 26 (Governing Law), 30.2 (Suitability and fitness of Goods), 30.4 (Vendor Warranties and Guarantees) of these Conditions shall survive termination of these Conditions and/or any Buying Agreement and shall continue to apply, as shall any other provision which by its nature is intended to survive such termination.

### **13 INTELLECTUAL PROPERTY**

<i>Intellectual Property in materials and products designed by CP</i>	13.1	All Intellectual Property Rights in systems, concepts, brands, logos, marks, slogans, digital scans, advertising, promotional or packing material, artistic works, illustrations, documents, instructions, databases, drawings, information, designs, specifications, formulae, test results, software, inventions, tooling, display equipment, labels, models, samples, photographs or other material or products acquired or created by You or on Your behalf for CP, commissioned by CP or which are made to CP's specification ('Design Material') will vest in CP. You hereby assign to CP all such rights (whether presently existing or to be created in the future) to
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the fullest extent to which You are able (and if moral rights exist, You waive such rights).

*Perfection of CP's title* 13.2 You agree to execute all documents and to do any other things reasonably necessary to further assure CP's title to Intellectual Property Rights in the Design Material, ('Materials') and to allow CP to enforce its rights in the Materials. For the avoidance of doubt, this may involve Your providing CP with the names of the individuals who created the Materials and with information as to the novelty of the Materials. Where You engage the assistance of third parties in preparing or producing the Materials for CP, You will notify CP, ensure at the outset that such third parties assign any such Intellectual Property Rights to CP (and if moral rights exist, waive such rights) and promptly provide CP with documentation evidencing such assignment and waiver.

*Termination of Your rights* 13.3 You acknowledge that any rights granted by CP to use or exploit any of CP's Intellectual Property Rights will terminate immediately upon the termination of any or all orders and/or any Buying Agreement for any reason. All goodwill in respect of CP's Intellectual Property Rights shall remain with CP at all times.

#### **14 SUB-CONTRACTORS**

*CP must approve* 14.1 You will not be entitled to sub-contract any of Your obligations under these conditions, except with the prior written consent of CP.

*You remain liable* 14.2 The appointment of a sub-contractor shall not affect Your obligations and liabilities under these Conditions, or any Buying Agreement.

*CP's suggestions* 14.3 Where CP recommends or suggests any particular person to You as a sub-contractor CP gives no warranty or assurance in respect of the performance of that person and no liability will be accepted by CP in respect of the performance of that person.

#### **15 ASSIGNMENT**

*No assignment without consent* 15.1 You will not be entitled to assign any or all of Your rights or obligations under these Conditions or any Buying Agreements without the prior written consent of CP.

*CP's right to assign* 15.2 CP will be entitled to assign or sub-licence any or all of its rights or obligations under these Conditions or any Buying Agreement without Your consent, CP will give You notice of the same as soon as reasonably practicable.

## 16 SUPERVENING EVENTS

*Legal or regulatory requirements* 16.1 In the event that any legal or other regulatory requirement changes or varies the terms of an order and/or Buying Agreement, or affects the agreed price of the Goods and/or Services, CP reserves the right to cancel or amend the order and/or Buying Agreement without prejudice to CP's rights and interests in Goods already delivered and accepted.

## 17 WAIVER

*Failure to exercise rights is not a waiver* 17.1 CP's failure to exercise or enforce any of its rights under these Conditions (or otherwise) will not be deemed to be a waiver of any such right nor will failure operate so as to bar the exercise or enforcement of those rights at any future time.

## 18 ANTI BRIBERY OBLIGATIONS

*Bribery Act 2010* 18.1 You shall and shall procure that any of Your officers, employees, agents, advisers, suppliers, service providers or other persons associated with You shall:

18.1.1 comply with all applicable laws, statutes and regulations relating to anti bribery and anti-corruption (and for this purpose the UK's Bribery Act 2010 (the **Bribery Act**) shall be deemed to apply (**Relevant Laws**));

18.1.2 comply with our Code of Conduct for Business Ethics (annexed to these Conditions at Schedule 1) as we may update it from time to time (the **Policy**);

18.1.3 not do, or omit to do, any act that will cause or lead us to be in breach of any of the Relevant Laws or the Policy;

18.1.4 have and shall maintain in place throughout the term of any or all orders and/or any Buying Agreement Your own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with the Relevant Laws and the Policy, and You will enforce them where appropriate;

18.1.5 promptly report to us (in writing) any breach of the Relevant Laws or the Policy by You or any of Your officers, employees, agents, advisers, suppliers, service providers or other persons associated with You;

18.1.6 promptly report to us (in writing) any request or demand for any undue financial or other advantage of any kind received by You (or any of Your officers, employees, agents, advisers, suppliers, service providers or other persons associated with You) in connection with the performance of any or all orders and/or any Buying Agreement; and

- 18.1.7 if requested, provide us with any reasonable assistance, at our reasonable cost, to enable the us to perform any activity required for the purpose of compliance with any of the Relevant Laws or the Policy.
- 18.2 You shall indemnify us against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, us as a result of any breach of this clause 18 by You or any of Your officers, employees, agents, advisers, suppliers, service providers or other persons associated with You.
- 18.3 You warrant and represent to us that neither You nor any of Your officers, employees, agents, advisers, suppliers, service providers or other persons associated with You:
- 18.3.1 has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
- 18.3.2 to the best of Your knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Laws; or
- 18.3.3 has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts.
- 18.4 You shall promptly notify us if, at any time during the term of any or all orders and/or any Buying Agreement , Your circumstances, knowledge or awareness or that of Your officers, employees, agents, advisers, suppliers, service providers or other persons associated with You, changes such that it (or they) would not be able to repeat the warranties set out in clause 18.3 at the relevant time.

## **Termination**

- 18.5 Without prejudice to the provisions of clause 12 we may terminate any or all orders and/or any Buying Agreement with immediate effect upon written notice to You if at any time after entry into any or all orders and/or any Buying Agreement You or any of Your officers, employees, agents, advisers, suppliers, service providers or other persons associated with You:
- 18.5.1 breaches clause 18.1;
- 18.5.2 is unable to repeat the warranties set out in clause 18.3;
- 18.5.3 pleads guilty to or is convicted of any offence involving bribery or corruption, fraud

or dishonesty;

18.5.4 is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Laws; and/or

18.5.5 is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts.

18.6 If we terminate any or all orders and/or any Buying Agreement for breach of this clause 18, You shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

## 19 NOTICES

*Service of Notices* 19.1 Any demand, notice or communication shall be deemed to have been duly served:

19.1.1 if delivered by hand, when left at the proper address for service (except that where such delivery is not on a working day shall be deemed to occur on the next working day);

19.1.2 if given or made by prepaid first class post, two working days after being posted;

19.1.3 if given or made by fax communication, when received in legible form, the same working day; and

19.1.4 if given or made by electronic communication, i.e. e-mail, the same working day.

19.2 Any notice shall be in writing and, in the case of CP be delivered to :

Countryside House  
The Drive  
Brentwood  
Essex CM13 3AT  
Fax: 01277 690690  
For the attention of the Company Secretary.

In the case of You, delivered to Your Registered Office address or last known business address.

## 20 INSPECTION OF RECORDS

- Inspection of records and books/ premises* 20.1 CP and/or independent auditors or agents/subcontractors on CP's behalf shall have to right to inspect:
- 20.1.1 Your records and books relating to the supply of Goods and/or Services to CP including without limitation Your records and books for the supply to You of goods and/or services or raw materials from other suppliers in the supply chain;
  - 20.1.2 Your processes of manufacture and/or assembly of the Goods and/or provision of Services and/or any other matter relating to the production or supply of the Goods and/or provision of services (including the use of any of CP's Intellectual Property Rights); and
  - 20.1.3 Your records and books to review Your compliance with CP's Environmental, Social and Ethical Policies as required by clause 4.3.
- Any such inspection processes shall be subject to reasonable prior written notice and shall be at the sole expense of CP.

## **21 CONFIDENTIALITY**

- No disclosure of information* 21.1 These Conditions, all orders and any other information or material supplied by (or on behalf of) CP to You are strictly confidential and will not be disclosed (in whole or in part) by You to any other person without CP's prior written consent (except where You are required to disclose them by any government authority or pursuant to any court order).
- No publicity* 21.2 You will not make use of CP's name for publicity purposes without CP's prior written consent.
- Personal Data* 21.3 If You process personal data (as defined in the Data Protection Act 2018 and [General Data Protection Regulation \(\(EU\) 2016/679\)](#) (GDPR) on behalf of CP You will:
- 21.3.1 only act on CP's instructions in relation to the processing of such personal data;
  - 21.3.2 operate sufficient and appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to such personal data;
  - 21.3.3 comply with all obligations imposed on You under the Data Protection Act



2018 and GDPR;

- 21.3.4 provide evidence to CP on request of the technical and organisational measures You have taken to comply with Your obligations under this clause;
- 21.3.5 on CP's request and unless required by law to do otherwise, return such personal data to CP and destroy any copies of such data that You hold;
- 21.3.6 never transfer any personal data outside the European Economic Area (as defined in the GDPR and Data Protection Act 2018);
- 21.3.7 assist with any data subject access requests made to enable compliance with the GDPR and Data Protection Act 1998; and
- 21.3.8 indemnify CP against all losses, costs (including legal costs), expenses, damages, liabilities, demands, claims, actions or proceedings which CP may incur as a result of any breach by You of this clause.
- 21.4 CP are committed to protecting your personal data and will only deal with your data in accordance with our Information Privacy Policy. A copy can be found on our website at [www.countrysideproperties.com](http://www.countrysideproperties.com)

## **22 NON SOLICITATION**

- Non Solicitation* 22.1 For the duration of any Buying Agreement and for the 12 months following, CP and You agree that neither will, on their own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly, solicit or entice away or attempt to entice away (or authorise the taking of such action by any other person) any key employee of the other party. In this context, "key employee" means an employee who either is or has (during the duration of the Buying Agreement concerned) been personally involved with the Buying Agreement in one way or another.

## **23 THIRD PARTY RIGHTS**

- Third Party Rights* 23.1 Any of the CP Group of Companies may enforce the terms of clause 6.2 (Set Off) subject to and in accordance with these Conditions and the provisions of the Contract (Rights or Third Parties) Act 1999.
- 23.2 Any CP Joint Venture may enforce the terms of clause 6.2 (Set Off) subject to and in accordance with these Conditions and the provisions of the Contract (Rights or Third Parties) Act 1999.

23.3 Except as provided in clauses 23.1 and 23.2 a person who is not a party to any order or Buying Agreement shall not have the right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

## 24 ENTIRE AGREEMENT

*Entire Agreement* 24.1 These Conditions (and the Buying Agreement and orders referred to) set out the entire agreement and understanding between You and CP and supersede any previous agreements between us relating to the subject matter of these Conditions.

*Misrepresentation* 24.2 CP and You acknowledge that in entering into any or all orders and/or any Buying Agreement, neither party relies on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Conditions or not) other than as expressly set out in these Conditions.

*Fraud* 24.3 Nothing in this Clause will operate to limit or exclude any liability for fraud.

## 25 SEVERABILITY

*Severability* 25.1 If any relevant government department, court or other body in authority finds any of the provisions in these Conditions to be unlawful or void CP may require a reasonable amendment to these Conditions to ensure that these Conditions are lawful and valid, whilst maintaining as far as possible their original effect and the remaining provisions will remain in full force and effect.

## 26 GOVERNING LAW

*English Law* 26.1 These Conditions and any contract formed under them will be construed according to the laws of England and, subject to clause 10 above, the parties agree to submit to the jurisdiction of the Courts of England.

## PART II PROVISION OF GOODS

### 27 DELIVERY

*Time is of the essence* 27.1 It is an essential and fundamental term of each order that You make delivery of Goods ('Delivery') by the time stated in the order for the Goods (the 'Goods Due Date').

*Proof of Delivery* 27.2 In respect of Goods, proof of Delivery will be established only through an official stamp of CP and/or by the signature of an authorised employee of CP on a delivery note clearly detailing the Goods and quantities Delivered.

*Failure to deliver* 27.3 Subject to clause 10, where You fail to deliver the Goods in accordance with the order or Buying Agreement (or as otherwise required by CP in writing) and/or fail to deliver the Goods by the Goods Due Date (other than as a result of the act or omission of CP), CP may (in addition to any of its other rights):

27.3.1 cancel or vary the whole (or any uncompleted part) of the order or Buying Agreement, without incurring any further obligation to You;

27.3.2 purchase substitute goods elsewhere;

27.3.3 deduct from the amounts payable to You any costs, expenses and losses incurred by CP as a reasonably foreseeable consequence of the failure to deliver;

and/or

27.3.4 delay payment until such order is complete.

*Time of CP's acceptance* 27.4 Any delivery note accompanying a Delivery which is signed or stamped by or on behalf of CP is simply an acknowledgement of Delivery and will not constitute an acceptance by CP that the Goods comply with these Conditions. CP will not be considered to have accepted any Goods until after it has had reasonable time to inspect the Goods or, if later, following a reasonable time after any latent defect in the Goods has become apparent.

## **28 TITLE AND RISK**

*Time that title passes* 28.1 Unless otherwise stated in these Conditions, title to the Goods supplied will pass to CP on the earlier of:

28.1.1 Delivery of the Goods or (in the case of delivery by instalments) upon delivery of each instalment; or

28.1.2 Payment for the Goods by CP to You.

*Time that risk passes* 28.2 Unless otherwise stated in these Conditions, risk in the Goods will pass to CP on Delivery.

## **29 REJECTED GOODS**

*Notification of Rejected Goods* 29.1 CP has the right to reject any Goods at any time (notwithstanding acceptance of the Goods) for any of the following reasons ('Rejected Goods') and will notify You of any Goods which it rejects:

29.1.1 the Goods do not comply with their specifications;

29.1.2 the Goods are defective in material, presentation or workmanship;

29.1.3 the Goods are not in accordance with these Conditions, or a Buying

Agreement;

29.1.4 the Goods do not conform with samples previously supplied by You and approved by CP;

29.1.5 the Goods are not fit for their purpose; and

29.1.6 the Goods are not of satisfactory quality.

*Liability* 29.2 Rejected Goods will be collected by You at Your cost and credited in full and CP will be under no liability to pay for Rejected Goods.

*Payment in respect of Rejected Goods* 29.3 To the extent that You have been paid by CP in respect of Rejected Goods, CP will be entitled to recover the sums paid, together with the cost incurred for their return, and all loss and expense incurred by CP as a reasonably foreseeable result of their rejection. The recovery will be by means of either:

29.3.1 deduction from amounts due to You either in payment for the Goods or in connection with subsequent orders; or

29.3.2 invoicing You for payment of the amount in question.

### **30 CONDITIONS OF SUPPLY**

*Goods comply with the order* 30.1 When Delivered, the Goods will meet the specifications as to quantity, quality standards and description referred to in the order and/or Buying Agreement.

*Suitability and fitness of Goods* 30.2 When delivered the Goods  
30.2.1 will be of satisfactory quality, fit for the purpose for which Goods of the kind in question are commonly supplied (or any particular purpose made known to You by CP) and free from any defects; and

30.2.2 be useable safely and without causing death, injury, loss or damage.

*Compliance with samples* 30.3 Where any sample of the Goods is supplied to and approved by CP, the Goods will correspond to the approved sample.

*Your warranties and guarantees* 30.4 You will pass to CP the benefit of all warranties and guarantees relating to the Goods. You will ensure that any such warranties or guarantees are fully assignable and will produce evidence of such warranties and guarantees to CP as CP may reasonably request.

### **PART III PROVISION OF SERVICES**

- Performance of Services* 31 You will provide the Services in accordance with the general requirements detailed in the order in a proper lawful, efficient and businesslike manner and You agree at all times to observe and perform the lawful directions of CP which are consistent with the Conditions, any Buying Agreement and any order
- Administration Systems* 32 Where applicable, You will operate any administration systems as we may from time to time reasonably require. CP will notify You from time to time of any changes and additions. You may make copies of any operating procedures as are required to enable You to properly provide the Services.
- Skill and Care* 33 The Services will be performed by appropriately qualified trained and competent personnel with all deemed care, skill and diligence and to the highest standard of quality as it is reasonable to CP to expect.
- Supervision* 34 You will ensure that the execution of any work undertaken as part of the Services shall be properly and adequately supervised and that all employees shall be properly trained.
- Screening and Confidentiality* 35 Where CP has requested it, You will ensure that all of Your employees have been vetted and screened in such manner as CP may reasonably require and, when requested, have signed a letter of confidentiality addressed to CP.
- Name Disrepute* 36 You will perform the Services in such a manner as will not bring CP's name into disrepute.
- Site Requirements* 37 Where You or Your staff have to enter CP premises to perform the services (or any part of them), You will ensure that Your staff carry suitable identifications with them which shall be produced to CP staff upon request. You must not enlist the services of CP employees to assist with any work carried out in the provisions of Services at CP's premises. You shall ensure that Your employees comply with CP's local security arrangements and conditions including the right to search and Your staff shall carry out their duties so as to cause minimum inconvenience and disruption to the operation of CP's premises.
- Where specified in an order, You will comply with any response times or timetables agreed with CP, or, where no response time or timetable is agreed, You will provide the Services at such time as CP may specify (the "Services Due Date").

- Time is of the Essence* 38 It is an essential and fundamental term of each order that You provide the Services by the time stated in the order, or in accordance with any agreed response time or timetable.
- Time of CP's Acceptance* 39 Any worksheet or similar note provided by You after the provision of Services which are signed or stamped by or on behalf of CP is simply an acknowledgement that certain Services have been provided and will not constitute an acceptance by CP that the Services comply with these Conditions. CP will not be considered to have agreed that the Services comply with these Conditions until after it has had a reasonable time to check the Services have been properly provided.
- Worksheets* 40 If requested by CP You will submit to CP all relevant timesheets and work records relevant to the provision of the Services.
- Failure to Provide Services* 41 Where You fail to provide the Services in accordance with the order or Buying Agreement (or otherwise required by CP in writing) and/or fail to provide the Services by the Services Due Date other than by the act or omission of CP) CP may (in addition to any of its other rights):
- 41.1 cancel or vary the whole (or any part) of any order or Buying Agreement without incurring any further obligation to You;
- 41.2 purchase substitute services elsewhere;
- 41.3 deduct from any amounts payable to You any costs, expenses and losses incurred by CP as a reasonably foreseeable consequence of the failure to provide the Services; and
- 41.4 delay payment until such order is completed.

**Schedule 1 – Code of Conduct on Business Ethics**