

**Terms and Conditions for the Supply of Goods, Works, and Services, Version 2.0  
dated 1<sup>st</sup> November 2021**

**1 General**

- 1.1 These terms and conditions shall apply in all cases except where the Order forms part of a Specific Contract in which case the terms and conditions of the Specific Contract shall prevail.
- 1.2 These terms and conditions or the terms and conditions of any Specific Contract including this Purchase Order shall prevail over any of the Supplier's terms and conditions.

**2 Interpretation**

- 2.1 In these terms and conditions:

<b>Acis Group</b>	means Acis Group Limited and any subsidiaries of it (as defined in section 1159 of the Companies Act 2006 which shall apply as if all entities were limited companies)
<b>Agreement</b>	means the contract between (i) Acis Group and (ii) the Supplier constituted by the Supplier's countersignature or written acceptance of the Order (or, if earlier, Delivery of the Goods, Works and/or provision of the Services) and includes the Order and its schedules, annexures, enclosures, and attachments (if any);
<b>Bribery Act</b>	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
<b>Charges</b>	means the charges for the Goods, Works and/or Services as specified in the Order;
<b>Confidential Information</b>	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
<b>Data Protection Legislation</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
<b>Date of Delivery</b>	means that date by which the Goods, Works and/or Services must be Delivered to Acis Group, as specified in the Order.
<b>Deemed Employment</b>	an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies
<b>Deliver</b>	means hand over the Goods, Works and/or Services to Acis Group at the address

and on the date specified in the Order, which shall include unloading and any other specific arrangements agreed in accordance with Clause 5. Delivered and Delivery shall be construed accordingly.

<b>Deliverables</b>	all documents, products and materials developed by the Supplier or its agents, contractors, and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications, and reports (including drafts).
<b>Domestic Law</b>	the law of the United Kingdom or a part of the United Kingdom.
<b>Engagement</b>	the engagement of the Supplier by Acis Group on the terms of the Agreement.
<b>EIRs</b>	means the Environmental Information Regulations 2004;
<b>FOIA</b>	means the Freedom of Information Act 2000;
<b>Goods</b>	means the goods to be supplied by the Supplier to Acis Group under the Agreement;
<b>Key Personnel</b>	means any persons specified as such in the Order or otherwise notified as such by Acis Group to the Supplier in writing;
<b>Mandatory Policies</b>	means Acis Group's mandatory policies for contracts as set out in the Order or as may otherwise be notified by Acis Group to the Supplier from time to time prior to entering into the Agreement and as may be subsequently reasonably amended by notification to the Supplier;
<b>MSA</b>	means the Modern Slavery Act 2015;
<b>Order</b>	means the purchase order, the award letter, or the email (as the case may be) issued by Acis Group to the Supplier relating to the Goods, Works and/or Services and specifying the Charges and indicating that these terms and conditions apply;
<b>Party</b>	the Supplier or Acis Group (as appropriate) and "Parties" shall mean both of them;
<b>PCRs</b>	means the Public Contracts Regulations 2015;
<b>Purchase Order Number</b>	means Acis Group's unique number relating to the order for Deliverables to be supplied by the Supplier to Acis Group in accordance with the terms of the Agreement;
<b>Regulations</b>	means the standards, codes of practice and any guidance or policies issued by the Regulator which apply to Acis Group from time to time and (where Acis Group is a registered provider of social housing) any other regulations and guidance that apply from time to time to registered providers of social housing;
<b>Regulator</b>	means the Regulator of Social Housing or any replacement regulator from time to time;
<b>Request for Information</b>	has the meaning set out in the Environmental Information Regulations 2004 (where the meaning set out for the term "request" shall apply);
<b>Services</b>	means the services to be supplied by the Supplier to Acis Group under the

	Agreement;
<b>Specification</b>	means the specification for the Goods, Works and/or Services to be supplied by the Supplier to Acis Group (including as to quantity, description, and quality) as specified in the Order and any key performance indicators;
<b>Specific Contract</b>	Means a separate contract that has already been awarded to the Supplier by the Acis Group, the scope of which covers the Goods, Works and/or Services to which an Order relates
<b>Staff</b>	means all directors, officers, partners, employees, agents, consultants, and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
<b>Staff Vetting Procedures</b>	means vetting procedures that accord with good industry practice or, where applicable, Acis Group's procedures for the vetting of personnel as provided to the Supplier from time to time;
<b>Supplier</b>	means the person named as Supplier in the Order;
<b>Term</b>	means the period set out in the Order to the or terminated in accordance with the terms and conditions of the Agreement;
<b>VAT</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
<b>Working Day</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
<b>Works</b>	means the works to be supplied by the Supplier to Acis Group under the Agreement.

2.2 In these terms and conditions, unless the context otherwise requires:

- 2.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 2.2.4 the singular includes the plural and vice versa;
- 2.2.5 any reference to a person includes a company, corporation, partnership or unincorporated association;
- 2.2.6 reference to a Party includes its successors in title, transferees and assignees;
- 2.2.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment and includes all statutory instruments, codes of practice or guidance

and regulations deriving from that enactment; and

2.2.8 the word 'including' shall be understood as meaning 'including without limitation'.

### **3 Basis of Agreement**

3.1 The Order constitutes an offer by Acis Group to purchase the Goods, Works and / or Services subject to and in accordance with the terms and conditions of the Agreement.

3.2 The Order shall be deemed to be accepted on the earlier of:

3.2.1 the Supplier issuing written acceptance of the Order; or

3.2.2 any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Agreement shall come into existence (**Commencement Date**).

3.3 These terms and conditions as amended from time to time apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

3.4 All these terms and conditions shall apply to the supply of Goods, Works and / or Services except where the application to one or the other is specified.

3.5 In the case of their being any inconsistency between the Order and these terms and conditions, the Order shall be deemed to take precedence. Any concession made or latitude allowed by Acis Group to the Supplier shall not affect the strict rights of Acis Group under these terms and conditions.

### **4 Supply of Goods**

4.1 In consideration of Acis Group's agreement to pay the Charges, the Supplier shall supply the Goods to Acis Group for the Term subject to and in accordance with the terms and conditions of the Agreement.

4.2 In supplying the Goods, the Supplier shall co-operate with Acis Group in all matters relating to the supply of Goods and comply with all Acis Group's instructions.

4.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes, and guarantees that the Goods supplied under the Agreement shall:

4.3.1 be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;

4.3.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods;

4.3.3 conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;

- 4.3.4 be free from design defects;
  - 4.3.5 be fit for any purpose held out by the Supplier or made known to the Supplier by Acis Group expressly or by implication, and in this respect Acis Group relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by Acis Group of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this sub-clause; and
  - 4.3.6 and the Supplier itself shall, comply with the Mandatory Policies and all applicable laws, including the Data Protection Legislation, the Regulations, the MSA, the PCR, and the Bribery Act.
- 4.4 Acis Group may by written notice to the Supplier at any time request a variation to the scope of the Goods (**Goods Variation**). The Supplier will act reasonably when considering the request for a Goods Variation and will not unreasonably withhold consent to such a request. If the Supplier agrees to a Goods Variation, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between Acis Group and the Supplier.
- 4.5 The Supplier shall not substitute any alternative Goods agreed to be supplied hereunder unless such substitution will not be in breach of clause 4.3 or the Acis Group agree to the substitution or the substitution will not adversely affect the requirements of Acis Group as specified in the Order and the Charges for the substituted Goods shall not be subject to any increase unless previously approved in writing by Acis Group.

## **5 Delivery of Goods**

- 5.1 The Supplier shall Deliver the Goods to Acis Group on or by the Date of Delivery. Unless otherwise agreed in writing by Acis Group, Delivery shall be free of charge, on the date and to the address specified in the Order. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and Acis Group has signed for the Delivery.
- 5.2 Any access to Acis Group's premises and any labour and equipment that may be provided by Acis Group in connection with Delivery of the Goods shall be provided without acceptance by Acis Group of any liability in respect of any actions, claims, costs, and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of Acis Group or its servant or agent. The Supplier shall indemnify Acis Group in respect of any actions, suits, claims, demands, losses, charges, costs, and expenses, which Acis Group may suffer or incur because of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 5.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.

- 5.4 Unless otherwise stipulated by Acis Group in the Order, Deliveries shall only be accepted by Acis Group on Working Days and during normal business hours.
- 5.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 4, then without limiting any of its other rights or remedies implied by statute or common law, Acis Group shall be entitled:
- 5.5.1 to terminate the Agreement;
  - 5.5.2 request the Supplier, free of charge, to deliver substitute Goods within the timescales specified by Acis Group;
  - 5.5.3 to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - 5.5.4 to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and Acis Group shall be entitled to a full refund on those Goods or part of Goods duly returned;
  - 5.5.5 to buy the same or similar Goods from another supplier and
  - 5.5.6 to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

## **6 Property and Guarantee of Title**

- 6.1 Without prejudice to any other rights or remedies of Acis Group, title and risk in the Goods shall pass to Acis Group when Delivery of the Goods is complete (including off-loading and stacking)
- 6.2 The Supplier warrants that:
- 6.2.1 it has full clear and unencumbered title to all the Goods; and
  - 6.2.2 at the date of Delivery of any of the Goods it shall have full and unrestricted right, power, and authority to sell, transfer and deliver all the Goods to Acis Group. On Delivery Acis Group shall acquire a valid and unencumbered title to the Goods.
- 6.3 Title and risk shall pass back to the Supplier if and as soon as the right of rejection under clause 5.5 is exercised by Acis Group.

## **7 Supply of Services and / or Works**

- 7.1 In consideration of Acis Group's agreement to pay the Charges, the Supplier shall supply the Services and / or Works to Acis Group for the Term subject to and in accordance with the terms and conditions of the Agreement and the Specification.
- 7.2 In supplying the Services and / or Works, the Supplier shall:
- 7.2.1 co-operate with Acis Group in all matters relating to the Services and / or Works and comply with all Acis Group's instructions;
  - 7.2.2 perform and / or complete the Services and / or Works with all reasonable care, skill,

and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

- 7.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - 7.2.4 ensure that the Services and / or Works, and Deliverables shall conform with all descriptions, specifications, and key performance indicators as set out in the Specification and elsewhere in the Order;
  - 7.2.5 use the best quality goods, materials, standards, and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Acis Group, will be free from defects in workmanship, installation and design;
  - 7.2.6 comply with the Mandatory Policies and all applicable laws including the Data Protection Legislation, the Regulations, the MSA, the PCRs and the Bribery Act; and
  - 7.2.7 provide all equipment, tools and vehicles and other items as are required to provide the Services and / or Works.
- 7.3 Acis Group may by written notice to the Supplier at any time request a variation to the scope of the Services and / or Works (**Services and/or Works Variation**). The Supplier will act reasonably when considering the request for a Services and/or Works Variation and will not unreasonably withhold consent to such a request. If the Supplier agrees to a **Services and/or Works Variation** the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between Acis Group and the Supplier.
- 7.4 The Supplier shall not substitute any alternative Service and / or Works agreed to be supplied hereunder unless such substitution will not be in breach of clause 4.3 or the Acis Group agree to the substitution or the substitution will not adversely affect the requirements of Acis Group as specified in the Order and the Charges for the substituted Services and/or Works shall not be subject to any increase unless previously approved in writing by Acis Group.

## **8 Premises and equipment**

- 8.1 If necessary, Acis Group shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto Acis Group's premises by the Supplier, or the Staff shall be at the Supplier's risk.
- 8.2 If the Supplier supplies all or any of the Services at or from Acis Group's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate Acis Group's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave Acis Group's premises in a clean, safe, and tidy condition. The Supplier shall be solely responsible for making good any damage to Acis Group's premises or any objects contained on Acis Group's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 8.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, Acis Group may, during normal business hours and on reasonable notice, inspect and examine the way the relevant Services are supplied at or from the relevant premises.
- 8.4 Acis Group shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on Acis Group's premises the Supplier shall, and shall procure that all Staff shall, comply with all Acis Group's security requirements.
- 8.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by Acis Group in writing.
- 8.6 Without prejudice to clause 7.2.7, any equipment provided by Acis Group for the purposes of the Agreement shall remain the property of Acis Group and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to Acis Group on expiry or termination of the Agreement.
- 8.7 The Supplier shall reimburse Acis Group for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by Acis Group shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless Acis Group is notified otherwise in writing within 5 Working Days of receipt.

## **9 Charges, Payment and Recovery of Sums Due**

- 9.1 The Charges for the Goods, Works and / or Services shall be as set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods, Works and / or Services. Unless otherwise agreed in writing by Acis Group, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. Acis Group shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods, Works and / or Services.
- 9.3 The Supplier shall invoice Acis Group as specified in the Agreement. If the invoice is submitted electronically, it shall be sent to [invoicing@acisgroup.co.uk](mailto:invoicing@acisgroup.co.uk) . Each invoice shall include such supporting information required by Acis Group to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods, Works and / or Services supplied in the invoice period.
- 9.4 In consideration of the supply of the Goods, Works and / or Services by the Supplier, Acis Group shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. Acis Group may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 9.5 If Acis Group fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 9.4 after a reasonable time has passed.



- 9.6 If there is a dispute between the Parties as to the amount invoiced, Acis Group shall pay the undisputed amount. The Supplier shall not suspend the supply of the Goods, Works and/or Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 22. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 26.
- 9.7 If a payment of an undisputed amount is not made by Acis Group by the due date, then Acis Group shall pay the Supplier interest at the interest rate of 2% above Bank of England base rate.
- 9.8 Interest shall not be payable in respect of any amount in dispute as notified to the Supplier unless such amount is subsequently agreed or held to be payable by Acis Group.
- 9.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 9.9.1 provisions having the same effects as clauses 9.3 to 9.7 of this Agreement; and
  - 9.9.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 9.3 to 9.8 of this Agreement.
  - 9.9.3 In this clause 9.9, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from Acis Group in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 9.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to Acis Group in respect of any breach of the Agreement), that sum may be deducted unilaterally by Acis Group from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with Acis Group. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Acis Group to justify withholding payment of any such amount in whole or in part.

## **10 Staff and Key Personnel**

- 10.1 If Acis Group reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 10.1.1 refuse admission to the relevant person(s) to Acis Group’s premises;
  - 10.1.2 direct the Supplier to end the involvement in the provision of the Goods, Works and/or Services of the relevant person(s); and/or
  - 10.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by Acis Group to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 10.2 The Supplier shall:
- 10.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and

- (where relevant) any applicable Mandatory Policies and if requested, comply with the Acis Group's Staff Vetting Procedures and Mandatory Policies as supplied from time to time;
- 10.2.2 if requested, provide Acis Group with a list of the names and addresses (and any other relevant information) of all persons who may require admission to Acis Group's premises in connection with the Agreement; and
  - 10.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by Acis Group (including the Data Protection Legislation, the Regulations, the MSA, the Bribery Act and the PCRs).
- 10.3 Any Key Personnel shall not be released from supplying the Goods, Works and/or Services without the agreement of Acis Group, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 10.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of Acis Group (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Goods, Works and/or Services.
- 10.5 Make payment for all travel and subsistence arrangements of their Staff whilst undertaking the Services in connection with this Agreement.
- 10.6 The relationship of the Supplier and the Staff to Acis Group will be that of independent contractor and nothing in this agreement shall render it (nor the Staff) an employee, worker, agent or partner of Acis Group and the Supplier shall not hold itself out as such and shall procure that the Staff shall not hold themselves out as such.
- 10.7 The Supplier shall be fully responsible for and shall indemnify Acis Group for and in respect of the following:
- 10.7.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment, or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify Acis Group against all reasonable costs, expenses, and any penalty, fine or interest incurred or payable by Acis Group in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of Acis Group's negligence or wilful default;
  - 10.7.2 any liability arising from any employment-related claim, or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any substitute against Acis Group arising out of or in connection with the provision of the Services, except where such claim is because of any act or omission of Acis Group.

- 10.8 The Indemnity in clause 10.7.1 does not apply to any income tax or National Insurance contributions deducted by Acis Group if the Engagement is Deemed Employment and Acis Group makes the deductions from the fees due under this agreement prior to payment to the Supplier.
- 10.9 Acis Group may at its option satisfy the indemnity in clause 10.7 (in whole or in part) by way of deduction from payments due to the Supplier.
- 10.10 The Supplier warrants that it is not, nor will it prior to the cessation of this Agreement, become a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

## **11 Postponement or Cancellation of Delivery of Goods, Services or Works**

- 11.1 If due to any unavoidable cause, including, but not limited to:
- 11.1.1 any strike or lock-out of employees or any working to rule by employees;
  - 11.1.2 civil commotion;
  - 11.1.3 cessation or material interruption of traffic by air, road, rail or sea;
  - 11.1.4 force majeure, or
  - 11.1.5 exceptionally adverse weather

either Party shall be unable to continue to supply or to accept Delivery as the case may be of any of the Goods, Services and/or Works which at the commencement of such unavoidable cause they are bound to supply or accept as the case may be, within one month after the end of the unavoidable cause period Acis Group shall reasonably determine and shall serve reasonable notice on the Supplier confirming whether it requires the Goods, Services and/or Works not Delivered to be cancelled or to be re-Delivered. If Acis Group require the Order to be performed, it shall be in the same manner as if the time fixed for each Delivery had been postponed by a period equal to the duration of the unavoidable cause.

## **12 Assignment and sub-contracting**

- 12.1 The Supplier shall not without the written consent of Acis Group assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. Acis Group may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts, and

omissions were its own.

12.2 Where Acis Group has consented to the placing of sub-contracts, the Supplier shall, at the request of Acis Group, send copies of each sub-contract, to Acis Group as soon as is reasonably practicable. The Supplier shall:

- i) not be relieved from any of its obligations hereunder by engaging any such sub-contractor
- ii) secure binding obligations from any such sub-contractor to ensure that the sub-contractor will comply with all the Supplier's obligations herein
- iii) not require Acis Group to make any additional payments for any sub-contractor appointed by the Supplier to assist with complying with its obligations

12.3 Where the Supplier enters into a sub-contract with a sub-contractor for the purpose of performing its obligations under the Order, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

12.4 Acis Group may assign, novate, or otherwise dispose of its rights and obligations under the Agreement to any member of its group (as defined in the Companies Act 2006) without the consent of the Supplier or, provided that such assignment, novation, or disposal shall not increase the burden of the Supplier's obligations under the Agreement, to any other entity.

### **13 Intellectual Property Rights**

13.1 All intellectual property rights in any materials provided by Acis Group to the Supplier for the purposes of this Agreement shall remain the property of Acis Group but Acis Group hereby grants the Supplier a royalty-free, non-exclusive, and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

13.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in Acis Group by operation of law, Acis Group hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third-party rights).

13.3 The Supplier hereby grants Acis Group:

13.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

13.3.2 a perpetual, royalty-free, irrevocable, and non-exclusive licence (with a right to sub-license) to use:

- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term, but which are neither created or developed pursuant to the Agreement nor arise because of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which Acis Group reasonably requires to exercise its rights and take the benefit of the Agreement including the Services provided.

- 13.4 The Supplier shall indemnify, and keep indemnified, Acis Group in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by Acis Group as a result of or in connection with any claim made against Acis Group for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

#### **14 Governance and Records**

- 14.1 The Supplier shall:

- 14.1.1 attend Acis Group meetings with Acis Group at the frequency and times specified by Acis Group and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 14.1.2 submit Acis Group reports to Acis Group at the times and in the format specified by Acis Group.

- 14.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by Acis Group. The Supplier shall on request afford Acis Group or Acis Group's representatives such access to those records as may be reasonably requested by Acis Group in connection with the Agreement.

#### **15 Confidentiality, Transparency and Publicity**

- 15.1 Subject to clause 15.2, each Party shall:

- 15.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 15.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 15.2 Notwithstanding clause 15.1, a Party may disclose Confidential Information which it receives from the other Party:

- 15.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

- 15.2.2 to its auditors or for the purposes of regulatory requirements;
- 15.2.3 on a confidential basis, to its professional advisers;
- 15.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act;
- 15.2.5 where the receiving Party is the Supplier, to the Staff on a need-to-know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 15.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 15.2.6 where the receiving Party is Acis Group:
  - (a) on a confidential basis to the employees, agents, consultants, and contractors of Acis Group;
  - (b) on a confidential basis to any other member of its group (as defined in the Companies Act 2006), or any company to which Acis Group transfers or proposes to transfer all or any part of its business;
  - (c) to the extent that Acis Group (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions; or
  - (d) in accordance with clause 17.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on Acis Group under this clause 15.

15.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the EIRs, the content of the Agreement is not Confidential Information, and the Supplier hereby gives its consent for Acis Group to publish this Agreement in its entirety to the public (but with any information that is exempt from disclosure in accordance with the EIRs redacted) including any changes to the Agreement agreed from time to time. Acis Group may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the EIRs.

15.4 The Supplier shall not and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of Acis Group.

## **16 Environmental Information Regulations**

16.1 The Supplier acknowledges that Acis Group is subject to the requirements of the EIRs and shall:

- 16.1.1 provide all necessary assistance and cooperation as reasonably requested by Acis Group to enable Acis Group to comply with its obligations under the EIRs;

- 16.1.2 transfer to Acis Group all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 16.1.3 provide Acis Group with a copy of all information belonging to Acis Group requested in the Request for information which is in its possession or control in the form that Acis Group requires within 5 Working Days (or such other period as Acis Group may reasonably specify) of Acis Group's request for such information; and
  - 16.1.4 not respond directly to a Request for Information unless authorised in writing to do so by Acis Group.
- 16.2 The Supplier acknowledges that Acis Group may be required under the EIRs to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances Acis Group shall, in accordance with any relevant guidance issued under the EIRs, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 16.3 Notwithstanding any other provision in the Agreement, Acis Group shall be responsible for determining in its absolute discretion whether any information relating to the Supplier, or the Services is exempt from disclosure in accordance with the EIRs.

## **17 Protection of Personal Data and Security of Data**

- 17.1 For the purposes of this Clause 17, the terms Commissioner, controller, data subject, personal data, personal data breach, processor, and processing, shall have the meaning given to them in the Data Protection Legislation.
- 17.2 Both parties will comply with all applicable requirements of Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 17.3 The parties have determined and acknowledge that, for the purposes of the Data Protection Legislation that the Supplier is the Processor and Acis Group is the Controller. Schedule 1 sets out the scope nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 17.4 Should the determination in clause 17.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this clause 17 and Schedule 1.
- 17.5 Without prejudice to the generality of clause 17.2 the Acis Group will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Acis Group for the duration and purposes of the Agreement and Specific Contract.
- 17.6 Without prejudice to the generality of Clause 17.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement and the Specific Contract:

- (a) process that Personal Data only on the documented written instructions of the Acis Group, unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Acis Group of this before performing the processing required by the Applicable Laws unless the Domestic Law prohibits the Provider from so notifying the Acis Group. The Supplier shall immediately inform the Acis Group if, in the opinion of the Supplier, the instructions of the Acis Group infringe Data Protection Legislation;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure, and procure that that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) promptly assist the Acis Group, at the Supplier's expense, in responding to any request from a data subject and in ensuring compliance with the Acis Group's obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Supplier shall promptly notify the Acis Group if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Personal Data;
- (e) not transfer any Personal Data outside of the UK unless the prior written consent of the Acis Group has been obtained and the following **conditions** are fulfilled:
  - (i) the Acis Group or the Supplier has provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Acis Group with respect to the processing of the Personal Data;
- (f) notify the Acis Group without undue delay (and no later than 2 days) after becoming aware of a personal data breach and on suspecting the same, the Supplier shall



promptly conduct an initial assessment to determine, with a reasonable degree of certainty, whether the event or incident qualifies for notification to the Acis Group and shall provide a copy of this initial assessment along with such notification;

- (g) at the written direction of the Acis Group, delete or return to the Acis Group all Personal Data on termination or expiry of the agreement, and certify to the Acis Group in writing it has done so, unless the Supplier is required by Domestic Law to continue store the Personal Data and all other requirements set out in this clause 17 shall continue to apply to such Personal Data notwithstanding the termination or expiry of this agreement for as long as such Personal Data is processed by the Supplier. For the purposes of this clause 17.6(f) the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and
- (h) maintain adequate records, and information to demonstrate its compliance with this clause 17 and allow for audits by the Acis Group or the Acis Group's designated auditor, and immediately inform the Acis Group if in the opinion of the Supplier an instruction infringes the Data Protection Legislation.

17.7 The **Acis Group** does not consent to the Supplier appointing any third-party processor of Personal Data under the Contract.

17.8 Either party may, at any time on not less than 30 days' notice, revise clause 17 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

## **18 Prevention of Facilitation of tax evasion**

18.1 The Supplier shall:

- 18.1.1 comply with all applicable laws, statutes, regulations, and codes relating to prevention of facilitation of tax evasion in the UK or abroad including but not limited to the Criminal Finances Act 2017;
- 18.1.2 not engage, and shall procure that any person associated with it shall not engage in any activity, practice, or conduct which would constitute an offence under section 44 and section 45 of the Criminal Finances Act 2017;
- 18.1.3 comply with Acis Group's relevant policies to prevent facilitation of tax evasion published from time to time;
- 18.1.4 ensure that it has in place adequate procedures to prevent facilitation of tax evasion and use all reasonable endeavours to ensure that any person associated with it including but not limited to:
  - (a) all the Supplier's personnel;
  - (b) all others associated with the Supplier; and
  - (c) all the Supplier's subcontractors,

involved in performing this Contract so comply.

18.1.5 prevent the use of offshore intermediaries.

18.2 The Supplier shall:

18.2.1 If requested, provide the Acis Group with any reasonable assistance, at the Acis Group's reasonable cost, to enable the Acis Group to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Criminal Finances Act 2017;

18.2.2 Within 5 Business Days of the Commencement Date, and annually thereafter, certify to the Acis Group in writing (such certification to be signed by an officer of the Supplier) compliance with this Condition 18.2.2 by the Supplier and all persons associated with it or other persons who are supplying goods, works or services in connection with this Contract. The Supplier shall provide such supporting evidence of compliance as Acis Group may reasonably request;

18.2.3 Immediately notify Acis Group as soon as it becomes aware of a breach or possible breach of any of the requirements of this condition.

18.3 If the Supplier notifies Acis Group that it suspects or knows that there may be a breach of Condition 18.1, the Supplier must respond promptly to the Acis Group's enquiries, co-operate with any investigation, and allow Acis Group to audit books, records, and any other relevant documentation. This obligation shall continue for 10 years following the expiry or termination of the Contract.

18.4 Acis Group may terminate the Contract by written notice with immediate effect if the Supplier or any person associated with it (in all cases whether or not acting with the Supplier's knowledge) breaches Condition 18.1. In determining whether to exercise the right of termination under this Condition 18.4, Acis Group shall give all due consideration, where appropriate, to action other than termination of the Contract unless the breach is committed by the Supplier or a senior officer of the Supplier or by an employee, Sub-Contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Sub-Contractor) means and shall be construed as acting:

18.4.1 With the Supplier; or

18.4.2 With the actual knowledge of any one or more of the directors of the Supplier or Sub-Contractor (as the case may be); or

18.4.3 In circumstances where any one or more of the directors of the Supplier ought reasonably to have had knowledge.

18.5 Any notice of termination under Condition 18.4 must specify:

18.5.1 The nature of the activity, practice or conduct which would constitute an offence under section 44 and section 45 of the Criminal Finances Act 2017;

18.5.2 The identity of the party thought to have engaged in such activity, practice or conduct which would constitute an offence; and

18.5.3 The date on which the Contract will terminate.

18.6 Despite Condition 26 (Dispute Resolution), any dispute relating to:

18.6.1 The interpretation of Condition 18; or

18.6.2 Whether an offence has been committed;

shall be determined by Acis Group and its decision shall be final and conclusive.

18.7 Any termination under Condition 18.4 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to Acis Group.

## **19 CANCELLATION ON ACCOUNT OF BRIBERY**

19.1 Acis Group shall be entitled to cancel the Order and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or the execution of the Purchase Order or any other contract with Acis Group or for showing of forbearing to show favour or disfavour to any person in relation to the Purchase Order or any other contract with Acis Group or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with Acis Group the Supplier or any person employed by him or acting on his behalf shall have committed any Prohibited Act under the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

## **20 Liability**

20.1 The Supplier shall not be responsible for any injury, loss, damage, cost, or expense suffered by Acis Group if and to the extent that it is caused by the negligence or wilful misconduct of Acis Group or by breach by Acis Group of its obligations under the Agreement.

20.2 Subject always to clauses 20.3 and 20.4:

20.2.1 the aggregate liability of Acis Group in respect of all defaults, claims, losses, or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply the Goods, Works and/or the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise) ("Losses") shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

20.2.2 except in the case of claims arising under clauses 5.2, 10.7, 13.4, 23.2 and 24.5, in no event shall the Supplier be liable to Acis Group for any:

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special, or consequential loss or damage.

20.2.3 the aggregate liability of the Supplier in respect of all Losses shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

20.2.4 except in the case of claims arising under clauses 5.2, 10.7, 13.4, 23.2, and 24.5, in no event shall the Supplier be liable to Acis Group for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special, or consequential loss or damage.

20.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

20.3.1 death or personal injury caused by its negligence or that of its Staff;

20.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

20.3.3 any other matter which, by law, may not be excluded or limited.

20.4 The Supplier's liability under the indemnity in clauses 5.2, 10.7, 13.4, 23.2 and 24.5 shall be unlimited.

## **21 Force Majeure**

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **22 Termination**

22.1 Acis Group may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

22.2 Without prejudice to any other right or remedy it might have, Acis Group may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 22.2.1 (without prejudice to clause 22.2.6), is in material breach of any obligation under the Agreement which is not capable of remedy;

- 22.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 22.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 14 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 22.2.4 is in material breach of any of the terms and conditions of the Order;
  - 22.2.5 undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
  - 22.2.6 breaches any of the provisions of clauses 10.2, 155, 166, 177 and 24;
  - 22.2.7 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 22.2.7) in consequence of debt in any jurisdiction; or
  - 22.2.8 fails to comply with legal obligations in the fields of environmental, social, or labour law.
- 22.3 The Supplier shall notify Acis Group as soon as practicable of any change of control as referred to in clause 22.2.5 or any potential such change of control.
- 22.4 The Supplier may terminate the Agreement by written notice to Acis Group if Acis Group has not paid any undisputed amounts within 90 days of them falling due.
- 22.5 Acis Group may terminate the Agreement by written notice to the Supplier with immediate effect where it is in its reasonable opinion required to do so by the PCRs.
- 22.6 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 7, 8, , 10, 133, 14, 155, 166, 177, 209, 21, 24, 25, 266 and 27 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 22.7 Upon termination or expiry of the Agreement, the Supplier shall:
- 22.7.1 give all reasonable assistance to Acis Group and any incoming supplier of the Services; and
  - 22.7.2 return all requested documents, information, and data to Acis Group as soon as reasonably practicable.

## **23 CONSEQUENCES OF TERMINATION**

23.1 If the Supplier's engagement is terminated Acis Group shall:

23.1.1 cease to be under any obligation to make further payment required under the Order until the costs, loss and/or damage resulting from or arising out of the termination of the Supplier's employment shall have been calculated and provided by the Supplier to Acis Group such calculation to show a sum or sums due to the Supplier;

23.1.2 be entitled to employ and pay other alternative persons or suppliers to provide and complete provision of the supply required by the Order in full or any part thereof;

23.1.3 be entitled to deduct from any sum or sums which would have been due from Acis Group to the Supplier under this Order or any other agreement or be entitled to recover the same from the Supplier as a debt any loss or damage to Acis Group resulting from or arising out of the termination of the Supplier's engagement. Such loss or damage shall include the reasonable costs to Acis Group of the time spent by its officers in terminating the Supplier's engagement and in making alternative arrangements for the provision of the supply in full or any part thereof; and

23.1.4 when the total costs loss and/or damage resulting from or arising out of the termination of the Supplier's engagement have been calculated, agreed by the Acis Group, and deducted so far as is practicable from any sum or sums held by Acis Group which would have been owed to the Supplier be entitled to recover any balance shown as due to Acis Group as a debt or alternatively, at its own direction, Acis Group shall pay to the Supplier any balance shown as due to the Supplier.

23.2 Termination of the Agreement and/or Specific Contract shall not affect the parties' rights and remedies that have accrued as at termination including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

23.3 Any provision of the Agreement or Specific Contract that expressly or by implication is intended to come into or continue in force on or after of the Agreement or Specific Contract shall remain in full force and effect.

## **24 Compliance**

24.1 The Supplier shall promptly notify Acis Group of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. Acis Group shall promptly notify the Supplier of any health and safety hazards which may exist or arise at Acis Group's premises, and which may affect the Supplier in the performance of its obligations under

the Agreement.

24.2 The Supplier shall:

- 24.2.1 comply with all Acis Group's health and safety measures while on Acis Group's premises;
- 24.2.2 notify Acis Group immediately in the event of any incident occurring in the performance of its obligations under the Agreement on Acis Group's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
- 24.2.3 comply with the PCRs; and
- 24.2.4 comply with the MSA, all applicable anti-slavery and human trafficking laws, statutes, and regulations.

24.3 The Supplier shall:

- 24.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and all Mandatory Policies, including Acis Group's equality and diversity policy as provided to the Supplier from time to time;
- 24.3.2 take all reasonable steps to secure the observance of clause 24.3.1 by all Staff.

24.4 The Supplier shall supply the Services in accordance with Acis Group's environmental policy as provided to the Supplier from time to time.

24.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 24.5.1 the Mandatory Policies; and
- 24.5.2 the Regulations.

The Supplier shall indemnify, and keep indemnified, Acis Group in full against all cost, expenses, damages, and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by Acis Group as a result of or in connection with any breach of this clause 24.5.

24.6 The Supplier shall (and shall procure compliance by its sub-contractors and suppliers as appropriate), at its own cost, comply with its obligations under the Modern Slavery Act 2015 (**"MSA 2015"**).

24.7 The Supplier shall respond promptly to any questionnaire or due diligence enquiries put to it by the Acis Group or its representatives relating to the subject of modern slavery and human trafficking and the Supplier warrants that any such information provided shall be true and accurate in all material respects having made such internal enquiries as would be expected by a reasonably prudent and diligent supplier.

27.3 The Supplier warrants to the Acis Group that:

- 1) none of its officers, employees or other persons associated with it have been convicted of any offence involving slavery and human trafficking; and

- 2) none of its officers, employees or other persons associated with it 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 of or in connection with slavery and human trafficking,

and the warranties so provided by the Supplier shall be deemed repeated to the Acis Group on each anniversary of the commencement of the Term.

27.4 The Supplier undertakes that it shall:

- 1) implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains; and
- 2) undertake such training as may be reasonably required to procure that its business and supply chain are and remain free of any human trafficking or slavery.

## **25 Prevention of Fraud and Corruption**

25.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

25.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify Acis Group immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

25.3 If the Supplier or the Staff engages in conduct prohibited by clause 25.1 or commits fraud in relation to the Agreement or any other contract with Acis Group's group (including Acis Group) Acis Group may:

25.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by Acis Group resulting from the termination, including the cost reasonably incurred by Acis Group of making other arrangements for the supply of the Services and any additional expenditure incurred by Acis Group throughout the remainder of the Agreement; or

25.3.2 recover in full from the Supplier any other loss sustained by Acis Group in consequence of any breach of this clause.

## **26 Dispute Resolution**

26.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

26.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 26.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All



negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 26.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
- 26.4 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to any dispute under clause 30, which clause shall apply at all times.

## **27 General**

- 27.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences, and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 27.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 27.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 27.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations, or understandings between them. The Parties confirm that they have not entered into the Agreement based on any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 27.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 27.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 27.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute, or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 27.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void, or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **28 Notices**

- 28.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 28.3, e-mail to the address of the relevant Party set out in the Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 28.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 28.3 Notices under clauses 21 (Force Majeure) and 22 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 28.1.

## **29 Insurance**

- 29.1 During the term of the Agreement, the Supplier shall at its own cost effect and maintain, with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £5,000,000 (FIVE MILLION POUNDS) in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than £5,000,000 (FIVE MILLION POUNDS) in relation to any one claim or series of claims;
- (c) professional indemnity insurance with a limit of indemnity if not less than £1,000,000 (ONE MILLION POUNDS) in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;
- (d) product liability insurance with a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in relation to any one claim or series of claims;

The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

- 29.2 The Supplier shall, on Acis Group's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 29.3 The Supplier shall notify the insurers of Acis Group's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by Acis Group against the Supplier in respect of which the Supplier would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify Acis Group directly against such claim and any charges, costs, and expenses in respect of such claim. If the relevant insurer does not so indemnify Acis Group, the Supplier shall use all insurance monies received by it to indemnify Acis Group in respect of any claim and shall make good any deficiency from its own resources.
- 29.4 The Supplier shall comply (and shall procure that its Staff complies) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Supplier is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify Acis Group without delay.

### **30 Severability**

- 30.1 If any provision of the Order is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Purchase Order had been agreed with the invalid, illegal or unenforceable provision eliminated.

### **31 Third Party Rights**

- 31.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any **term** of the Contract.

### **32 Governing Law and Jurisdiction**

- 32.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## **Schedule 1**

## **PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

### **1. ROLE OF THE PARTIES**

**1.1** Where the Supplier acts as a processor

**1.2** [ Where the Supplier acts as a controller]

### **2. PARTICULARS OF THE PROCESSING**

**2.1** Scope

**2.2** Nature

**2.3** Purpose of processing

**2.4** Duration of the processing

**2.5** Types of personal data

**2.6** Categories of data subject

### **3. TECHNICAL AND ORGANISATIONAL MEASURES**

### **4. SUPPLIER PRIVACY POLICY**