

Terms and Conditions for the Supply of Goods and Services to ComplyWise

1. Definitions

"Seller" means the person, firm or company to whom the Purchase Order is addressed and any employees, sub-contractors or agents of said person, firm or company.

"Goods" means the materials, articles, works and services described in the Contract.

"Authorised Officer" means ComplyWise employee authorised, either generally or specifically, by ComplyWise to sign Purchase Orders, confirmation of which may be obtained from the Director of Finance.

"Authorised" means signed by one of ComplyWise Authorised Officers.

"Purchase Order" means ComplyWise Authorised Purchase Order referring to these Terms and Conditions of Purchase on the Website as provided.

"Order Amendment" means ComplyWise confirming any updates of changes with the supplier via email or series of emails. Each Order Amendment email, having precedence over any earlier Order Amendment email. These Terms and Conditions of Purchase will not be affected by any subsequent Order Amendment unless specifically detailed on the Order Amendment.

"Contract" has the meaning given in Condition 2 below. "Price" has the meaning given in Condition 3 below.

"Sale of Goods Act 1979" shall mean the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994.

"Supply of Goods and Services Act 1982" shall mean the Supply of Goods and Services Act 1982 as amended by the Sale and Supply of Goods Act 1994.

"Package" shall mean all Goods supplied as well as the packaging in which it is dispatched by the Seller.

2. The Contract

The Seller agrees to sell and ComplyWise agrees to purchase the Goods in accordance with the Contract. The Contract shall comprise (in order of precedence): any Order Amendments, the Purchase Order, the General Conditions of Purchase, any other document (or part document) referred to on the Purchase Order. The Contract shall not include any of the Seller's conditions of sale, notwithstanding reference to them in any document. However, should this Contract be held by a court of competent jurisdiction to include the Seller's terms and conditions of sale then in the event of any conflict or apparent conflict the General Conditions of Purchase shall always prevail over the Seller's terms and conditions of sale. Delivery of Goods in response to a Purchase Order or Order Amendment shall be taken to imply that the Seller has accepted the terms and conditions of this Contract.

3. Price

The Seller will sell ComplyWise the Goods for the firm and fixed price stated in the Contract. If no price is stated in the Contract then the price shall be a fair price, taking into account prevailing market conditions. The price shall include storage, packing, insurance, delivery, installation and commissioning (as applicable) but shall exclude VAT.

4. Variations

ComplyWise shall have the right, before delivery, to send the Seller an Order Amendment adding to, deleting or modifying the Goods. If the Order Amendment will cause a change to the price or delivery date then the Seller must suspend performance of the Contract and notify ComplyWise without delay, calculating the new price and delivery date at the same level of cost and profitability as the original price. The Seller must allow ComplyWise at least 10 working days to consider any new price and delivery date. The Order Amendment shall take effect when but only if ComplyWise accepts in writing the new price and delivery date within the time the Seller stipulates. If ComplyWise Authorised Officer fails to confirm the Order Amendment within the time the Seller stipulates then performance of the Contract shall immediately resume as though the said Order Amendment had not been issued (except that ComplyWise may still exercise its right of cancellation in accordance with Condition 5). If the Seller intends to vary the details of the contract in any way, the Seller must inform ComplyWise immediately (within 2 days of receipt of the purchase order), allowing ComplyWise at least 10 working days to consider any new price and delivery date. Failure to do so will result in the terms of the original contract remaining in force.

5. ComplyWise Right of Cancellation

In addition to ComplyWise's other rights of cancellation under this Contract, ComplyWise may cancel the Purchase Order and any Order Amendment thereto at any time by sending the Seller a notice of termination. The Seller will comply with any instructions that ComplyWise may issue with regard to the Goods. If the Seller submits a termination claim then ComplyWise will pay to the Seller the cost of any commitments, liabilities or expenditure which in ComplyWise's reasonable opinion where a consequence of this Contract at the time of termination. The total of all payments made or due to the Seller under this Contract, including any termination payment, shall not exceed the price. If the Seller fails to submit a termination claim within 3 months of the date of ComplyWise's notice of termination then ComplyWise shall have no further liability under the Contract.

ComplyWise may terminate a contract for the supply of Services in whole or in part by giving the Seller written notice at any time and for any reason. Where this happens ComplyWise will pay the Seller a reasonable sum in respect of the work already supplied.

6. Quality and Description

The Goods shall:

- (a) conform in every respect with the provisions of the Contract;
- (b) be capable of all standards of performance specified in the Contract;
- (c) be fit for any purpose made known to the Seller expressly or by implication and in this respect ComplyWise shall rely on the Seller's skill and judgment;
- (d) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;
- (e) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Contract;
- (f) be of satisfactory quality;
- (g) comply with any current legislation;
- (h) any services must be performed with due skill, care and diligence and with staff or agents or sub-contractors who have appropriate skills and qualifications and to the best of its abilities.

7. Work on ComplyWise's Premises

If the Contract involves any works or services which the Seller performs on ComplyWise's premises then the following conditions shall apply:

- (a) The Seller shall ensure that the Seller and the Seller's employees, the Seller's sub-contractors and their employees and any other person associated with the Seller will adhere in every respect to the obligations imposed on the Seller by current safety legislation and when applicable the content of ComplyWise's Control of Contractors Document.
- (a) The Seller shall ensure that the Seller and the Seller's employees, the Seller's sub-contractors and their employees and any other person associated with the Seller will comply with any regulations that ComplyWise may notify to the Seller in writing.

8. Progress and Inspection

- a) The Seller shall at the Seller's expense provide any programmes of manufacture and delivery that ComplyWise may reasonably require. The Seller shall notify ComplyWise without delay in writing if the Seller's progress falls behind or may fall behind any of these programmes.
- b) ComplyWise shall have the right to check progress at the Seller's works or the works of sub-contractors at all reasonable times, to inspect and to reject Goods that do not comply with the Contract. The Seller's sub-contracts shall reserve such right for ComplyWise.
- c) Any inspection, or approval, shall not relieve the Seller from the Seller's obligations under this Contract.

9. Packages

Unless otherwise stated in the Contract, all Packages shall be non-returnable. If the Contract states that the Package is returnable, the Seller must give ComplyWise full disposal instructions before the time of delivery. The Package must be clearly marked to show to whom it belongs. The Seller must pay the cost of all carriage and handling for the return of the Package. ComplyWise shall not be liable for any Packages lost or damaged in transit.

10. Safety

The Seller shall observe all legal requirements of the United Kingdom, European Union and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous Goods, the provision of data sheets for hazardous materials, and all provisions relating to food.

11. Delivery

- a) The Goods shall be properly packed, secured and despatched at the Seller's expense to arrive in good condition at the time or times and the place or places specified in the Contract
- b) If the Seller or the Seller's carrier delivers any Goods at the wrong time or to the wrong place then ComplyWise may deduct from the price any resulting costs of storage or transport.

12. Late Delivery

Time is of the essence on relation to the goods and services to be delivered. If the Goods or any part of them are not delivered by the time or times specified in the Contract then ComplyWise may by written notice cancel any undelivered balance of the Goods. ComplyWise may also return for full credit and at the Seller's expense any Goods that in ComplyWise's opinion cannot be utilised owing to this cancellation.

In the case of Services, ComplyWise may have the work performed by alternative means and any additional costs reasonably so incurred shall be at the Seller's expense. This shall not affect any other rights that ComplyWise may have. If the Goods and Services are not delivered on time ComplyWise reserves the right to cancel the order in whole or part and seek other avenues of redress from the Seller such as damages.

13. Property and Risk

- (a) The Seller shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.
- (b) Ownership of the Goods shall pass to ComplyWise:
- (c) when the Goods have been delivered but without prejudice to ComplyWise right of rejection under this Contract, and
- (d) if ComplyWise make any advance or stage payment, at the time such payment is made, in which case the Seller must as soon as possible mark the Goods as ComplyWise 's property.

14. Acceptance

ComplyWise shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within 2 months of delivery if they do not conform with the requirements of this Contract. ComplyWise has the right to reject the Goods or Services up to 2 months after any latent defect has become apparent. It is agreed that ComplyWise may exercise the right of rejection notwithstanding any provision contained in section 11 or section 1 5A or section 30 (subsections 2A and 2B) or section 35 of the Sale of Goods Act 1979. ComplyWise shall give the Seller a reasonable opportunity to replace the Goods with new Goods that conform with this Contract, after which time ComplyWise shall be entitled to cancel the Purchase Order and purchase the nearest equivalent Goods elsewhere. In the event of cancellation under this condition the Seller shall promptly repay any moneys paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights ComplyWise may have. The Seller must collect all rejected Goods within a reasonable time of rejection or ComplyWise shall return them to the Seller at the Seller's risk and expense.

15. Payment

Unless stated otherwise in the Contract ComplyWise shall pay the Seller within thirty (30) days of receipt of a correctly rendered invoice and after the delivery of the Goods. The Seller's invoice must be addressed to "The Finance Department" as indicated on the Purchase Order and must quote the full Purchase Order number. ComplyWise shall not be held responsible for delays in payment caused by the Seller's failure to comply with ComplyWise's invoicing instructions.

16. The Seller's Warranty

It is expressly agreed between us that;

- (a) The Seller shall promptly make good at the Seller's expense any defect in the Goods that ComplyWise discover under proper usage during the first of 12 months of actual use or 18 months from the date of acceptance by ComplyWise whichever period shall expire first. Such defects may arise from the Seller's faulty design the Seller's erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of the Seller's obligations whether in this Contract or at law.
- (b) Repairs or replacements will themselves be covered by the above warranty but for a period of 12 months from acceptance by ComplyWise.
- (c) The Seller will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Goods.

17. Indemnity and Insurance

- (a) The Seller shall indemnify ComplyWise against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which ComplyWise may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of ComplyWise or of any person for whom ComplyWise is responsible) which shall have occurred in connection with any work executed by the Seller under this Contract or shall be alleged to be attributable to some defect in the Goods.

- (b) This Purchase Order is given on the condition that (without prejudice to the generality of Condition 17(a)) the Seller will indemnify ComplyWise against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which ComplyWise may incur either at common law or by statute (other than as a result of any default or neglect of ComplyWise or of any person for whom ComplyWise is responsible) in respect of personal injury to or death of any of the Seller's or ComplyWise 's employees, agents, sub-contractors or other representatives while on ComplyWise 's premises whether or not such persons are (at the time such personal injury or deaths are caused) acting in the course of their employment.
- (c) The Seller will indemnify ComplyWise against any and all loss, costs, expenses and liabilities caused to ComplyWise whether directly or as a result of the action, claim or demand of any third party by reason of any breach by ComplyWise Seller of these conditions or of any terms or obligations on the Seller's part implied by the Sale of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the Contract or to Goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of ComplyWise 's rights under Condition 14.
- (d) The Seller will keep ComplyWise indemnified if there is any infringement of any intellectual property rights caused by the use of the Goods; or the loss is as a consequence of negligence or failure to act in connection with the contract by the Seller.
- (e) The Seller shall hold satisfactory insurance cover with a reputable insurer to fulfil the Seller's insurance obligations for the duration of this Contract including public liability insurance cover of at least £10M (ten million pounds Sterling). The Seller shall effect insurance against all those risks arising from the Seller's indemnity in Condition 17(c). Satisfactory evidence of such insurance and payment of current premiums shall be shown to ComplyWise upon request.

18. Recovery of Sums Due.

Whenever under the Contract any sums of money shall be recoverable from or payable by the Seller, they may be deducted from any sums then due, or which at any later time may become due to the Seller under this Contract or under any other contract the Seller may have with ComplyWise.

19. Matters beyond Control

If either party is delayed or prevented from performing its obligations under this Contract by circumstances beyond the reasonable control of either party, (including without limitation any form of Government intervention, strikes and lock-outs relevant to the Purchase Order or breakdown of plant) such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order then the Contract may be cancelled by either party. ComplyWise shall pay to the Seller such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by the Seller under the Purchase Order prior to cancellation but only in respect of work for which ComplyWise has received full benefit as originally contemplated in the Contract. This provision can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

20. Articles on Loan, Use of Information and Data Protection

- (a) The intellectual property rights in all tools, materials, drawings, specifications and other equipment and data ("the Articles") loaned by ComplyWise to the Seller in connection with the Contract shall remain always ComplyWise 's property and be surrendered to ComplyWise upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by the Seller solely for the purpose of completing the Contract. The Seller agrees that no copy of any of the articles will be made without the consent in writing from ComplyWise. Until the Seller returns all the articles to ComplyWise they shall be at the Seller's risk and insured by the Seller at the Seller's own expense against the risk of loss, theft or damage. Any loss of or damage to such articles shall be made good by the Seller at the Seller's expense.

- (b) Any information derived from ComplyWise 's property or otherwise communicated to the Seller in connection with the Contract shall be kept secret and confidential and shall not without the consent in writing by ComplyWise, be published or disclosed to any third party, or made use of by the Seller except for the purpose of implementing the Contract.
- (c) Any personal or company data supplied by ComplyWise for the sole purpose(s) of processing or supplying Goods or Services must not be passed on to a third party, disclosed, replicated or processed in any other way than that specified in the contract or where it is not specified, in any way other than that required to deliver the Goods or Service. At the end of the process, all ComplyWise records will be permanently and securely destroyed. The Seller warrants that it has in place and undertakes to maintain throughout the term of the Agreement, appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of personal data. The Seller further warrants that it has adequate security programmes and procedures to ensure that unauthorised persons do not have access to the personal data or to any equipment used to process the personal data.
- (d) All data provided by ComplyWise will remain the property of ComplyWise at all times.
- (e) ComplyWise retains the right to terminate or suspend any agreement or contract for Goods or Services where a breach of the above is found or reasonably suspected. The Seller is liable for any costs incurred by ComplyWise as a result of negligence, omission or a breach of the above.

21. Ownership of Results.

If the Contract involves design and/or development work:

- (a) All rights in the results of work arising out of or deriving from this Contract, including inventions, designs, copyright and knowledge shall be assigned to ComplyWise and ComplyWise shall have the sole right to determine whether any letters patent, registered design, trademark and other protection shall be sought.
- (b) The Seller shall promptly communicate to ComplyWise all such results and shall if requested and at ComplyWise 's expense do all acts and things necessary to enable ComplyWise or ComplyWise 's nominee to obtain letters patent, registered designs and other protection for such results in all territories and to assign the same to ComplyWise or ComplyWise 's nominee.
- (c) The Seller shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract.

22. Infringement of Intellectual Property Rights

With the exception of Goods made to ComplyWise's design or instructions, the Seller warrants that neither the Goods nor ComplyWise's use of them will infringe a ComplyWise any patent registered design trade mark copyright or other protected right and undertake to indemnify ComplyWise against all actions claims demands costs charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.

23. Non-Observance of Conditions.

If the Seller breaches or fails to observe any provision of this Contract ComplyWise may give the Seller written notice of such breach or non-observance and the Seller shall have 14 days from receipt of the notice in which to rectify the breach or non-observance. Should the Seller fail to rectify the breach or non-observance, then ComplyWise shall have the right to give the Seller written notice terminating the Contract with immediate effect.

24. The Seller's Insolvency.

If the Seller becomes insolvent or bankrupt or (being a company) makes an arrangement with the Seller's creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) ComplyWise may without replacing or reducing any other of ComplyWise's rights terminate the Contract with immediate effect by written notice to the Seller or any person in whom the Contract may have become vested.

25. Assignment and Sub-letting.

The Contract shall not be assigned by the Seller nor sub-let as a whole. The Seller shall not sub-let any part of the Contract without ComplyWise's written consent, but ComplyWise shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any part of which the makers are named in the Contract. The Seller shall be responsible for all work done and Goods supplied by all sub-contractors.

26. Corrupt Gifts.

In connection with this or any other Contract between the Seller and ComplyWise the Seller shall not give, provide, or offer to ComplyWise 's staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, ComplyWise shall, without prejudice to any other rights ComplyWise may possess, be at liberty forthwith to terminate this and any other Contract and to recover from the Seller any loss or damage resulting from such termination.

27. Waiver.

A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract; nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

28. Notice.

All notices and communications required to be sent by the Seller or ComplyWise in this Contract shall be made in writing and sent by email to mail@britsafe.org or first class mail to Head of Procurement ComplyWise 70 Chancellors Road, Hammersmith, London W6 9RS. If sent to the Seller, sent to any email address provided to ComplyWise by the Seller or to the Seller's registered or head office and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

29. Date Sensitive Electronic Components or Programmes.

The Seller must have the express right to sell or distribute software whilst not impinging upon rights held to the software by any third party. All software purchased must be created to be free of defects, tested and proven to run accurately and designed to function on appropriate standard hardware. To be free of viruses, adware, spyware and malicious code of any sort. Known bugs and associated effects must be communicated to ComplyWise prior to purchase along with Copyright and license conditions.

30. Amendment.

No addition, alteration or substitution of these conditions will bind ComplyWise or form part of the Contract unless and until accepted in writing by ComplyWise.

31. Law

The construction, validity, performance and execution of this Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales. The Seller and ComplyWise do not intend that any term of the contract shall be enforceable by any third party (by virtue of the Contract (Rights of Third Parties) Act 1999).