

GENERAL CONDITIONS OF CONTRACT

1. In these Conditions, unless the context otherwise requires,
 - (a) "Applicable Laws" means all laws (including any guidance inserted under statutory authority and all applicable European Community regulations, directions and other legislation) statutes, treaties, ordinances, judgements, decrees, injunctions, writs, orders, codes of practice, rules, regulations, permissions and interpretations of any court, arbitrator, government body, agency or authority applicable to the Goods and/or Services;
 - (b) "Anti-slavery Policy" means the Group's anti-slavery policy, as amended by notification to the Supplier from time;
 - (c) "Commissioner" means the Information Commissioner (as defined in section 3(8) of the DPA 2018);
 - (d) "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (**DPA 2018**); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to the Group or the Company;
 - (e) "Group" means PLACES FOR PEOPLE GROUP including any company in the same group (as defined in Section 53 of the Companies Act, 1989) as PLACES FOR PEOPLE GROUP ;
 - (f) "the Order" means the order (and any special conditions attached thereto or referred to therein) to which these Conditions relate;
 - (g) "Company" means the person to whom the Order is addressed;
 - (h) "Group's Contract Management System" means the online portal designed to record, hold and manage supplier details to ensure compliance. Examples of documents to be held on the system are insurance documents, health and safety accreditations and contact details;
 - (i) "Goods" means the equipment, goods, materials or other articles (if any) described or otherwise identified in the Order;
 - (j) "Services" means the work (if any) described or otherwise identified in the Order;
 - (k) "Sub-Processor" means any third party appointed to Process Personal Data on behalf of the Data Processor related to the Order;
 - (l) "Supplier Code of Conduct" means the Group's code of conduct for suppliers and service providers, a copy of which will be provided to the Supplier on request, as may be amended from time to time;
 - (m) "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018; and
 - (n) "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Process", "Processes", "Processed", and "Special Categories of Personal Data" shall all have the meanings as set out in the Data Protection Legislation.
2. The Order constitutes an offer by the Group which may be accepted by the Company only in writing or by actual execution of the Order in accordance with these Conditions. In the event of any conflict between these Conditions and any contained in or attached to the Order, the latter shall prevail.
3. Acceptance of the Order will be deemed to bind the Company to the terms and conditions contained in the Order and to the following terms and conditions, and no Goods or Services shall be supplied or performed by the Company, its employees, agents or representatives, except in accordance therewith. In the event of any conflict between such terms and conditions and those of the Company, the former shall prevail.
4. All Goods and Services supplied or carried out shall be of the quality indicated in the Order or, if better, of the quality to be implied from any dealings between the parties or, in default of such indication, of the best quality and shall comply with the description in the Order and with every express or implied requirement heretofore communicated to the Company by the Group whether by the Order, by course of dealing between the Group and Company or in any other manner whatsoever.
5. (a) The Goods are to be delivered carriage paid and the Services are to be performed at the premises indicated in the Order unless the Company is instructed otherwise in writing by the Group and the Company will be responsible for and will bear the cost of unloading all materials and of placing them as requested by the Group at the said premises;
 - (b) with every supply of Goods or Services a supply note in duplicate is to be sent to the Group by the Company describing the Goods or Services supplied. Valid invoices due in respect of Goods or Services supplied shall be payable in pounds sterling by the Group within thirty (30) days from date of receipt of invoice subsequent to full completion of delivery to the Group's satisfaction or, as the case may be, pursuant to acceptance as set out in 6 below. Where the Goods or Services are subject to Value Added Tax or any other tax or duty, the amount legally demandable is to be rendered as a separate item of account and, if required by the Group, the Company will produce bona fide evidence of the amount paid by them in respect thereof. If any payment is not made in full by the Group in accordance with these conditions, the Company may charge interest on the outstanding amount from the due date until full payment is made, at the rate of 2% above the base lending rate from time to time of the Co-Operative Bank plc Interest shall not be payable in respect of any amount in dispute as notified to the Company unless such amount is subsequently agreed or held to be payable by the Group; and
 - (c) the Company shall supply the Goods and/or Services on the date or dates indicated in the Order.
6. Goods brought by the Company to the premises of the Group in connection with the Order shall be deemed to be the property of the Group but nonetheless at the risk of the Company until the Group shall have accepted the Goods and related Services as satisfactory under the written certificate of the Group which shall be given at such time and subject to observance and performance of such prior conditions as may be specified in the Order.
7. (a) The Group reserves the right to reject any Goods or Services which in the opinion of the Group are faulty and/or do not comply with the requirements of the Order and these Conditions. The Group may at the Company's risk and expense return any Goods rejected under this sub-clause to a place of business of the Company being the nearest such place of business or any such place of business which the Group may reasonably consider convenient;
 - (b) any breach by the Company of any provision of any kind whatsoever of the Order and/or these Conditions regarding the time of supply, quality of Goods or Services or otherwise, shall (whether or not the Group has accepted the Goods or Services or any part thereof, and whether or not the property in the Goods has passed to the Group), entitle the Group in its absolute discretion either to treat this Order as repudiated or to treat such breach as a breach of warranty giving rise to a claim for damages;
 - (c) if the Company shall have an interim or bankruptcy order made against him or shall enter into or become subject to a scheme, composition or voluntary arrangement with his creditors or there shall be commenced a winding-up dissolution administrative receivership or analogous proceedings of or in respect of the Company or any of the Company's assets then, without prejudice to any other remedy of the Group, it shall be lawful, without avoiding the Order, to take the work wholly or partially out of the hands of the Company and to employ another company to purchase the Goods or similar items or to carry out or complete the Services; and whatever expenses the Group is put to thereby shall be paid by the Company to the Group; and
 - (d) the Company shall (without prejudice to any other rights of the Group) indemnify the Group against any consequential loss or damage sustained by the Group or for which the Group is liable as a result of the failure of the Company to perform the Services or supply the Goods in accordance with the terms of the Order.
8. The Order or any part of it may be cancelled at any time by the Group giving the Company notice in writing signed by a duly authorised person for and on behalf of the Group. A fair and reasonable price shall be paid for all work completed or in progress at the time of cancellation and received by the Group but subject thereto the Group shall not be liable for any loss (including consequential loss) caused to the Company whether directly or indirectly by any such cancellation.
9. In the event of any matter whatsoever beyond the control of the Group causing the Group to cease to require the Goods or Services at the time anticipated by the Group when placing the Order then the Group shall be entitled at any time before the completion of supply in accordance with the Order and these Conditions to defer the date of supply or, if the contract is divisible, to defer the date of supply in respect of any Goods not supplied or Services not performed, and any such deferment shall not give rise to any legal right of action of any kind whatsoever on the part of the Company.

10. (a) The Company shall indemnify and keep indemnified the Group against injury (including death) to any persons (including any employee, agent, sub-contractor or representative of the Company) or loss of or damage to any property including the Goods and Services which may arise out of any act or omission (whether caused by negligence or not) of the Company, or of any sub-contractor, employee, agent or representative of the Company arising out of or in consequence of the Company's obligations under the Order and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto; and
- (b) without limiting his responsibilities under sub-clause (a) above, the Company shall insure with a reputable insurance company against all loss and damage specified in sub-clause (a) above and all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto and shall produce to the Group such policy of insurance and receipts for premiums in respect thereof if called upon to do so.
11. No variation in the price or prices stated in the Order will be accepted unless agreed in writing by the Group.
12. The Company shall not, without the written consent of the Group, assign, transfer or sub-let any contract with the Group which may come into existence in consequence of the Order.
13. The Company warrants that the design, construction and quality of any Goods or Services to be manufactured and/or supplied by him comply in all respects with all Applicable Laws which may be in force at the time and further that the sale or use of the Goods or Services by the Group will not infringe any British or Foreign patent, trademark, trade name, registered design, copyright or any other like right. The Company undertakes to indemnify the Group against loss, damage, liability, costs or expenses which the Group may suffer or incur by reason of any breach of such warranties.
14. The Company shall ensure that any Goods or Services supplied maintain the standard of performance as set out in any specification attached to or set out in the Order or provided to or agreed with the Group for either;
- (a) the period of any maintenance contract if the Goods or Services are to be maintained by the Company; or
- (b) any warranty period if the Goods or Services are not to be maintained by the Company.
- If the standard of performance specified has not been maintained then notwithstanding prior acceptance of the Goods or Services, the Company shall forthwith at its own expense supply to the Group such replacement or additional items of Goods or Services as may be necessary to achieve the standard or performance specified.
15. Without prejudice to any other provisions contained in the Order and these Conditions the Company agrees that he shall be responsible for making good with all possible speed at his own expense any defect in or damage to any portion of the Goods or Services which may develop during a period of twelve calendar months (or such other period as may be specified in the Order) after the acceptance of the Goods or Services (hereinafter called the "Warranty Period"), for that portion which results in a failure of the Goods or Services to fulfil the specification or function or to meet the level of performance detailed in the Order and these Conditions or arises from either defective materials, including software, workmanship or design (other than a design furnished or specified by the Group and for which the Company has disclaimed responsibility within a reasonable time after receipt of the Group's instructions) or any act or omission of the Company during the Warranty Period.
16. (a) The Company shall not, nor shall any of its employees, agents, sub-contractors or representatives, disclose to any person any information whatsoever concerning the Group or the customers of the Group which may be obtained in connection with the performance by the Company of the Order; and
- (b) the Company shall not disclose the making of this Order in any publication or otherwise without the prior written consent of the Group; and
- (c) the Company shall treat as confidential the Order and all designs, drawings, specifications and information supplied therewith as confidential and shall not disclose the same to any third party without the Group's written consent or infringe any copyright, patent, trademark, trade name, registered design or any other like right vested from time to time in the Group.
17. Any variation of any of the above terms and conditions and any consent on the part of the Group hereunder shall be binding on the Group only if in writing and signed by a duly authorised person for and on behalf of the Group.
18. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Order or these Conditions shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Order and these Conditions.
19. If at any time a dispute shall arise between the Group and Company in relation to the Order either party may give the other notice in writing of the existence of such dispute and on the failure to agree a mutually acceptable solution the same shall be referred to the arbitration of two persons one to be appointed by the Group and one by the Company or other umpire, in accordance with the Arbitration Act 1950 or any statutory amendment or re-enactment thereof.
20. In performing its obligations under the Order and these Conditions, the Company shall (and shall procure that its subcontractors shall):
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-slavery Laws) including but not limited to the Modern Slavery Act 2015.
- (b) comply with the Anti-slavery Policy;
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England or Wales;
- (d) include in its contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 31; and
- (e) notify the Group (in writing) as soon as it becomes aware of any breach or suspected breach of sub-clause 20(a), sub-clause 20(b), sub-clause 20(c) or sub-clause 20(d); and
- breach of this clause shall be deemed a material breach.
21. The Group's liability under or in connection with any Order or these Conditions shall be limited to the prices payable in the aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. Provided that this clause 21 shall not exclude or limit the Group's liability for death or personal injury caused by the Group's negligence; or fraud or fraudulent misrepresentation.
22. The Company shall comply with the Supplier Code of Conduct.
23. If the Group gives at least [NUMBER] days' notice, the Company (or its professional advisers) may during normal business hours:
- (a) access any of the Company's premises, personnel, facilities, systems and records; and
- (b) inspect, audit and take copies of relevant records, and other documents as necessary to verify the Company's compliance with the Conditions and any Order.
24. The Supplier must fully register with and set up an account on the Group's Contract Management System. Failure to comply with this clause 24 shall be deemed a material breach.
25. The Group and the Company agree that to the extent the Order requires any Personal Data to be processed by the Company, the Group is the Data Controller and the Company is the Data Processor. The subject-matter and duration of the Processing, nature and purposes of the Processing, types of Personal Data and categories of Data Subjects are as follows:

Subject-matter and Duration of Processing	For the purposes of performing the Order in accordance with the Conditions, for the duration of the Conditions and thereafter until all Personal Data has been deleted or returned to the Group.
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Nature and purpose of the Processing	<i>[Description of the nature and purpose of the Processing. Please be as specific as possible and make sure that you cover all intended purposes].</i>
Types of Personal Data and categories of Data Subjects	<i>[Include categories of individuals e.g. customers, employees etc and a description of the types of Personal Data to be Processed for each category] [Separately list any Special Categories of Personal Data]</i>

25. In so far as the Company processes any Personal Data on behalf of the Group, the Company shall:

- (a) Notify the Group immediately if it considers that any of the Group's instructions infringe the Data Protection Legislation;
- (b) only process Personal Data on the written instructions of the Group unless Processing is required by Applicable Laws to which the Company is subject, in which case the Company shall to the extent permitted by such Applicable Laws inform the Group of that legal requirement before Processing;
- (c) ensure that any personnel with access to Personal Data are subject to a duty of confidentiality (whether contractual or statutory) and ensure that access is strictly limited to those individuals who need to know/access the Personal Data;
- (d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Company shall, in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR;
- (e) only engage Sub-Processors with the prior written consent of the Group and under a written contract, imposing equivalent data protection obligations as set out in these Conditions, remaining liable to the Group for compliance of any Sub-Processor engaged and informing the Group of any changes concerning the addition or replacement of Sub-Processors giving the Group sufficient opportunity to object to such changes;
- (f) assist the Group by appropriate technical and organisational measures, insofar as possible, for the fulfilment of the Group's obligations to respond to requests for exercising the Data Subject's rights laid down in the Data Protection Legislation;
- (g) notify the Group within five (5) Working Days if it receives a request from a Data Subject under the Data Protection Legislation in respect of the Personal Data and not respond to any such request without the written authorisation of the Group or as required by the Data Protection Legislation to which the Company is subject but only after informing the Group of such legal requirement before responding to the request;
- (h) notify the Group without undue delay, and at least within 48 hours, upon becoming aware of a Personal Data Breach, providing the Group with sufficient information to allow it to meet its obligations under the Data Protection Legislation and assisting the Group, as directed, in the investigation, mitigation and remediation of such Personal Data Breach;
- (i) assist the Group in ensuring compliance with the obligations pursuant to the Data Protection Legislation taking into account the nature of the Processing for the purposes of these Conditions and the information available to the Company, including but not limited to those obligations relating to:
 - (i) security of processing;
 - (ii) notification of a Personal Data breach to the Commissioner;
 - (iii) communication of a Personal Data Breach to the Data Subject; and
 - (iv) Data Protection impact assessments and any subsequent consultations with the Commissioner;
- (j) on the expiry or termination of these Conditions, promptly upon request from the Group (at the Group's discretion) either:
 - (i) return all Personal Data to Group and delete all existing copies, or procure such deletion; or
 - (ii) securely destroy such Personal Data, unless an applicable law requires storage of the Personal Data but only to the extent and for such period as required by such law;
- (k) notify the Data Controller of the deletion of Personal Data within 21 days of the expiry or termination of these Conditions;
- (l) not transfer Personal Data outside the UK without the prior written consent of the Group;
- (m) make available to the Group on request all information necessary to demonstrate compliance with the Data Protection Legislation, and allow for and contribute to audits, including inspections, by the Group or an auditor mandated by the Group including to permit the Group or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Company's data processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by the Group to enable the Group to verify and procure that the Company is in full compliance with its obligations under these Conditions;

26. The Group is an Equal Opportunities Employer and expects the Company to adopt procedures which complement this policy.

27. The Group is a member of the Employers' Forum on Disability and encourages its suppliers to follow the Forum's agenda on customers.

28. The Group endeavours to adopt good environmental practices and where practicable will seek to favour suppliers who adopt environmentally sound practices.

29. The Laws of England shall apply to the Order and these Conditions which shall be enforceable in the Courts of England.