



STONEHAVEN (HEALTHCARE) LIMITED (“SHL”)

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

DEFINITIONS AND INTERPRETATION

- 1.1.1 In these Conditions, save where the context requires otherwise, the following terms and expressions shall have the meanings given to them below:
- 1.1.2 **“Acceptance”** shall have the meaning ascribed to it in clause 9.3;
- 1.1.3 **“Affiliate”** means in relation to either Party any body corporate which is a holding company of that Party, a subsidiary of that Party or a subsidiary of a holding company of that Party (“Subsidiary” and “Holding Company” having the meanings given in section 1159 of the Companies Act 2006) and in relation to the Client includes in relation to the Client includes: The Manor (Exminster) Limited (company registration number: 03454369), and Lilacs Care Limited (company registration: 05674981);
- 1.1.4 **“Client Party”** means any of SHL's agents, suppliers, contractors and sub-contractors of any tier, any SHL Affiliate, any owner or landlord of Premises, and in relation to each of the above its or their directors, officers and employees, and residents at any Premises, but excluding the Supplier and any Supplier Party and **“Client Parties”** shall be construed accordingly;
- 1.1.5 **“Conditions”** means these conditions;
- 1.1.6 **“Confidential Information”** means:
- a) all information, materials or documents (in whatever form or medium and including information disclosed orally or obtained by observation, and whether disclosed on, before, or after the date of the Contract), including SHL Data, which concern SHL, its employees, business, operations and procedures, Premises, know how, products and services, finances, suppliers, licensors or licensees, actual or potential customers or those of any of its Affiliates or any other Client Party, and all other information provided by SHL which is designated as confidential expressly or by the circumstances in which it is provided; and
 - b) all notes, memoranda, analyses, compilations, studies, reports, and other documents or information prepared by the Supplier or and Supplier Personnel, in whatever form or medium, containing, embodying or generated from the information referred to in a) above
- 1.1.7 **“Contract”** means the contract between SHL and the Supplier consisting of: (i) the Order as accepted by SHL; and (ii) these Conditions;
- 1.1.8 **“Delivery”** means delivery of the Supply to the address notified to the Supplier by SHL and in relation to Goods shall include load off and stacking. And “Deliver” and “Delivered” shall be construed accordingly;
- 1.1.9 **“Delivery Date”** has the meaning ascribed to it in clause 4.1 below;
- 1.1.10 **“Effective Date”** means the date specified as such in the Order;

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- 1.1.11 **“Employment Regulations”** means the Acquired Rights Directive 77/187 EC, as amended by the Acquired Rights Directive (90/50/EC) and consolidated by the Acquired Rights Directive 2001/23/EC (as it may be further amended, re-enacted or extended or consolidated from time to time) including but not limited to the Transfer of Undertakings (Protection of Employment) Regulations 2006 and such legislation in any jurisdiction dealing with the transfer by operation of law of the employment of employees from one employer to another;
- 1.1.12 **“Equipment”** means any Supplier Party provided equipment, plant, vehicles, machinery, scaffolding, apparatus, tools, hardware and computer programs, or materials, used at any time in the performance of the Supplier’s obligations under the Contract;
- 1.1.13 **“Future Service Provider”** means a service provider who shall provide to SHL any service or goods in substitution for or equivalent to the Services and/or Goods after the termination of the relevant Contract;
- 1.1.14 **“Goods”** means any goods, products, equipment, consumables, parts or materials to be supplied by the Supplier in accordance with the terms of the Contract;
- 1.1.15 **“SHL”** means Stonehaven (Healthcare) Limited, a company registered in England (company registration number: 03650153) whose registered office is at Unit C4, Linhay Business Park, Ashburton, Devon TQ13 7UP;
- 1.1.16 **“SHL Data”** means (i) data (including SHL Personal data), information, statistics, reports, manuals or other material provided to the Supplier at any time by or on behalf of SHL or any Client Party, or created or generated by the Supplier in the provision of the Supply; and (ii) any data, information, statistics, reports, manuals or other material created or derived from any part of (i) above;
- 1.1.17 **“SHL Personal Data”** means any Personal Data that is provided to the Supplier by SHL or any Client Party or created or processed by the Supplier or any Supplier Party in the course of providing the Services or Goods or performing its other obligations under this Contract, other than Personal Data about employees of the Supplier or any Supplier Party;
- 1.1.18 **“SHL Policies”** means the policies, guidance and procedures of SHL, notified to the Supplier from time to time including those relating to:
- Data and IT security;
 - health and safety;
 - engagement and control of subcontractors
 - security and conduct on Premises;
 - environmental issues;
 - Staff Vetting Procedure
- 1.1.19 **“Insolvency Event”** in relation to a person means that any of the following steps, events or actions have occurred or been taken in respect of it:
- a) an order has been made or petition presented or resolution passed for its liquidation or winding up, or for an administration order, or an administrator, receiver, administrative receiver or manager or similar officer has been appointed by any person over it or its business or assets or any part thereof, or a meeting of its creditors has been called with a view to proposing or making any assignment arrangement or composition with or for the benefit of its creditors generally or any class or group thereof, or it ceases or threatens to cease to trade; or
 - b) any analogous event to those described in a) above has taken place or occurred in respect of it in any jurisdiction in which it is resident or carries on business;
- 1.1.20 **“Intellectual Property Rights”** means any of these rights, namely:

- (i) patents, trade marks and logos, rights in designs, get-up, trade, business or domain names, copyrights including rights in computer software and databases (including database rights) and topography rights, in each case whether registered or not and where these rights can be registered, any application to register or rights to apply for registration of any of them, and where applicable any goodwill therein; and
- (ii) rights in inventions, know how, trade secrets and other confidential information; and
- (iii) any other intellectual property or similar proprietary rights which may exist at any time in any part of the world;

1.1.21 **“Order”** means SHL’s formal order documentation (including any special conditions, schedules and appendices), duly authorised by SHL, incorporating these Conditions and any documents and special conditions attached to or referenced in such formal order documentation;

1.1.22 **“Personal Data”** has the meaning ascribed to it in the Data Protection Act 1998;

1.1.23 **“Premises”** has the meaning ascribed to it in clause 4.4;

1.1.24 **“Services”** means any services to be supplied by the Supplier in accordance with the terms of the Contract;

1.1.25 **“Service Levels”** means the required timescales, levels and standards of service and/or performance as set out in the Order, which the Supplier is required to comply with in providing the Supply or any part of it;

1.1.26 **“Supplier”** means the person who is the named recipient of the Order and shall include the named recipient’s personal representatives, successors and permitted assigns;

1.1.27 **“Supplier Party”** means the Supplier’s Affiliates, agents and contractors and its or their sub-contractors of any tier (including the Sub-contractors) and suppliers in relation to the Supply, and its or their directors, officers, and employees and "Supplier Parties" shall be construed accordingly;

1.1.28 **“Supplier Personnel”** means all employees, staff, other workers, agents and consultants of Supplier or any Supplier Party engaged from time to time in the provision of the Supply;

1.1.29 **“Supply”** means all activities that the Supplier is contractually obliged to complete in fulfilment of the Contract, including any Order;

1.1.30 **“Term”** means the term of the Contract as specified in the Order and any extension made pursuant to an Order, or if shorter (or if no term is specified in the Order) the period from the Effective Date until the Contract is terminated in accordance with its terms; and

1.1.31 **“Warranty Period”** has the meaning ascribed to it in clause 11.2.

1.2 All references to a statute or statutory provision shall be construed as including references to:

1.2.1 any statutory modification, consolidation, amendment or re-enactment (whether before or after the date of the Contract) of it for the time being in force;

1.2.2 all statutory instruments or orders made pursuant to it; and

1.2.3 any statute or statutory provision(s) of which it is a consolidation, re-enactment or modification.

1.3 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists). References to “months” are to calendar months unless otherwise stated. Any

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

- 1.4 The headings in this document are inserted for convenience only and shall not affect its construction or interpretation.
- 1.5 The schedules and appendices to any Order are an integral part of the Contract and reference to the Contract includes reference to the same. To the extent only of any conflict or inconsistency between the documents comprising the Contract the order of precedence will be as follows :
 - 1.5.1 the provisions of the Order (including any special conditions);
 - 1.5.2 the Conditions;
 - 1.5.3 the provisions of any other documents (or part of them) notified in writing by SHL to the Supplier.
- 1.6 Any obligation on any party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done.

2. OFFER AND ACCEPTANCE

- 2.1 Each Order constitutes an offer by SHL to purchase the Supply from the Supplier, which shall be deemed to have been accepted on the Supplier either confirming its acceptance in writing duly signed by or on behalf of the Supplier or the Supplier providing, or beginning to provide, all or part of the Supply, whereupon the Contract shall be formed. Unless otherwise notified by SHL in writing any such offer shall lapse unless it is so accepted within 7 days after the date of such offer. Each Contract constitutes a separate legal agreement. Services and/or Goods may only be supplied pursuant to Orders for the same. The Supplier shall not enter or attempt or purport to enter into any arrangement, or provide any Services and/or Goods to SHL unless and until an Order has been entered into between, as appropriate, the Supplier, and SHL in relation to the supply of those Services and/or Goods.
- 2.2 The Parties acknowledge and agree that (unless otherwise specifically agreed in writing by the Parties) notwithstanding the terms of any purchase order, acknowledgment of order, Supplier's literature, or other documents (even where such purchase orders, acknowledgment of order, literature or other documents are expressed to apply to the provision of the Supply, or any terms applied or purported to be applied during any previous course of dealing between the Parties, the terms of the Contract will apply to the provision of the Supply to the exclusion of any such terms. For the avoidance of doubt, no terms and conditions put forward at any time by the Supplier ('Supplier Conditions') shall form any part of the Contract, despite any contrary provisions in any of the Supplier Conditions and the Supplier waives any right that it otherwise might have to rely on the Supplier Conditions.
- 2.3 The Supplier is appointed on a non-exclusive basis and acknowledges that unless specified expressly otherwise in the Contract it is not guaranteed to receive any requests for Goods or Services pursuant to the Contract and SHL makes no minimum volume, minimum payment or order value commitment. SHL shall have the right to employ a person or company other than the Supplier to make supplies of the same type as is contemplated by the Contract if it shall in its absolute discretion think fit to do so.
- 2.4 The Supplier acknowledges and agrees that: a) it has received all information requested by it from SHL to enable it to determine whether it is able to provide the Supply in accordance with the terms of the Contract and it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any such information supplied to it; and b) it has entered into the Contract in reliance on its own due diligence. Accordingly, unless otherwise specifically provided in the Contract the Supplier shall have no entitlement to any further costs or charges in the event of any failure to understand SHL's requirements or the scope/extent of Services and Goods required.
- 2.5 Save as expressly provided in the Contract, no representations, warranties or other assurances or conditions are given or assumed by SHL in respect of any information which is provided to the Supplier

by or on behalf of SHL and any such representations, warranties, assurances or conditions are fully excluded, save to the extent that any such exclusion is prohibited by law.

- 2.6 The Supplier acknowledges that SHL will be relying upon the Supplier's skill, knowledge and experience in providing the Supply pursuant to the Contract and also upon the accuracy of all representations or statements made and the advice given by the Supplier in connection with the provision of the Supply.

3. VARIATION

The Contract may only be varied by the written agreement of SHL and the Supplier.

4. DELIVERY AND TIME FOR PERFORMANCE

- 4.1 The Supplier shall Deliver the Supply during SHL's normal business hours (unless otherwise specifically stated in the Order) in accordance with the instructions and date(s) specified in the Order (or, if no date is specified, within 28 days after the date of the Order or such earlier time as may be reasonable in all the circumstances) (in each case the 'Delivery Date(s)'). Time is of the essence for the Delivery of the Supply.
- 4.2 SHL must be notified and written consent obtained from SHL for any change to the Delivery Date(s). SHL is not bound to agree to any request for change to the Delivery Date(s).
- 4.3 In respect of each Delivery, the Supplier must obtain a signed delivery note from SHL as proof of Delivery and retain such signed delivery note within its records. In the event that the Supplier fails to obtain such signed delivery note, SHL may refuse to make payment in respect of the Delivery until the Delivery is verified to SHL's satisfaction. In respect of Goods such delivery note shall show the order number, the contents (product type and quantity) and, in the case of part delivery, the outstanding balance remaining to be Delivered.
- 4.4 In relation to any access to SHL's or other premises, facilities or storage site ("Premises") at which the Supply is to be made by the Supplier or any Supplier Personnel the Supplier shall and shall ensure that all Supplier Personnel comply with SHL Policies and any other requirements of SHL. Any such access shall be at the Supplier's sole risk. The Supplier shall take all necessary precautions against causing damage to any Premises and shall make good at its own expense any loss or damage caused by the Supplier or any Supplier Personnel, including any loss or damage suffered by any Client Party.
- 4.5 Except where expressly agreed in writing to the contrary, the Supplier shall at its own cost provide all equipment, scaffolding, apparatus, tools, materials, parts, components and replacements, and all hardware and computer programs needed to provide the Supply and shall have sole responsibility for the protection, security, insurance, safekeeping and maintenance of the same, including where storage space at any Premises is provided. The Supplier shall not in any circumstances use and shall ensure that Supplier Personnel do not use any equipment, vehicles, scaffolding, apparatus, tools, parts or materials provided for use by others at any Premises. The Supplier shall provide for the haulage or carriage of Equipment to the Premises and the prompt removal of Equipment when no longer required, in each case at its sole cost. The Supplier shall ensure that the Premises are appropriate to contain and operate the Equipment.
- 4.6 If the Supply is to be Delivered by instalments, the Contract shall be treated as a single contract and not severable.

5. LABELLING AND PACKAGING

- 5.1 All Goods that customarily bear any mark, tab, brand, label or other device indicating place of origin, inspection by any government or other body or standard of quality must be Delivered with all said marks, tabs, brands, labels, serial numbers or other devices intact. All containers of hazardous goods (and all relevant documents) shall bear prominent and adequate warnings.
- 5.2 The contents of the Supply shall be clearly marked and the labelling and marking of all packages in respect of the Goods shall be in English and to a standard agreed with the SHL and in any event in accordance with all applicable laws.

5.3 The Supplier shall remove from Premises all packaging and delivery media at the time of Delivery unless authorised not to by SHL.

6. DESPATCH OF GOODS AND DAMAGE IN TRANSIT

The Supplier shall, free of charge and as quickly as possible, either repair or replace (as SHL shall elect) the whole or part of any Goods to be supplied pursuant to the Order which fails to arrive or arrives damaged.

7. SUPPLIER UNDERTAKINGS

7.1 The Supplier undertakes:

- 7.1.1 to provide the Supply in an efficient, competent, diligent and timely manner;
- 7.1.2 to maintain the requisite professional expertise and skill, numbers of personnel and level of resources required properly to perform its obligations under the Contract across all Premises to which the Supply is required to be made under each Order and to promptly provide such information in relation to the Supply as requested by SHL from time to time;
- 7.1.3 to carry out its own risk assessments and make appropriate plans in relation to vehicle and other access and delivery and stock handling of Goods at any Premises. All delivery vehicles must be maintained in accordance with legal requirements, clean and fit for purpose and records held for a minimum of 12 months to be available for inspection upon request. SHL may reject any Delivery of Goods made in an unsuitable vehicle where the integrity of the Goods could be harmed;
- 7.1.4 that it shall comply and shall ensure that all Supplier Personnel comply at all times with SHL Policies in so far as they relate to or apply to the Supply and or conduct at or in the environment of any Premises and that they comply with all signage and written or verbal instructions (e.g., speed restrictions, access notices) applicable at each of the Premises);
- 7.1.5 to ensure that each of the Supplier Personnel when present at any Premises is at all times fit for work, acts in a courteous and professional manner, is properly attired, clean and presentable, wearing any appropriate safety gear for the task to be performed, and carries identification which allows them to be clearly and correctly identified;
- 7.1.6 to ensure that each of the Supplier Personnel is legally entitled to work in the United Kingdom, has any necessary visa, work permit or permission, is appropriately experienced, qualified, trained, honest, reliable, physically fit and capable of providing the applicable Supply in respect of which they are engaged;
- 7.1.7 to ensure that all Supplier Personnel who are at any time to have access or entry to any Premises have been appropriately vetted and recruited as required by SHL and have been subjected to any employment checks required by law and, on receipt of a request, the Supplier shall promptly provide SHL with written evidence of such vetting and checks. SHL has the right to require the exclusion from any Premises and/or from the provision of Supply of any Supplier Personnel that SHL in its sole opinion considers unfit for any reason to perform the tasks assigned to them;
- 7.1.8 that in the event of any damage caused to the property of SHL or any Client Party by the Supplier, any Supplier Personnel, or Equipment, it will make good and reimburse SHL and each Client Party for all related costs, damages, expenses and liabilities;
- 7.1.9 that at all times during both the Term and thereafter the Supplier will conduct its business in accordance with the highest business standards and not perform any act or omit to perform any act which might reflect adversely upon the integrity or goodwill of SHL or any Client Party;
- 7.1.10 to take full responsibility responsible for controlling its own supply chain and that it shall require compliance with ethical standards and human rights by any supplier of goods and services that are used by the Supplier when performing its obligations under the Contract. In the case

of any complaints, the Supplier shall report the alleged complaint and proposed remedy to SHL;

- 7.1.11 that it shall not, and shall procure that Supplier Parties do not, unlawfully discriminate either directly or indirectly when performing their obligations under the Contract within the meaning and scope of any law, enactment, order or regulation including but not limited to the Equality Act 2010 and the Human Rights Act 1998 relating to discrimination on grounds of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;
- 7.1.12 to ensure that at all times the Supplier's and Supplier Parties' premises and business operations shall comply with all relevant statutes, laws, rules and regulations of all governmental and regulatory bodies;
- 7.1.13 to procure, hold and maintain throughout the duration of the Contract all licences, authorisations, consents or permits required in relation to the performance of its obligations under the Contract; and
- 7.1.14 not either during or after the expiry or termination of the Contract (however arising) to make or cause to be made any disparaging or derogatory statement, whether in writing or any other form or medium about SHL, any Client Party or their respective businesses, products or services, or any Premises.

8. FORCE MAJEURE

- 8.1 "Force Majeure Event" means any event or occurrence which is outside the reasonable control of the party concerned and which is not attributable to any act or failure to take reasonable preventative actions by that party (or, where Supplier wishes to claim the benefit of this clause, any Supplier Party), including act of God, fire, flood, violent storm, war, revolution or acts of terrorism, but excluding as regards the Supplier:
 - 8.1.1 the failure of any Supplier Party to perform its obligations under any sub-contract or contract; or
 - 8.1.2 the failure of supplies of power or other goods and service;
 - 8.1.3 strikes, lockouts or other industrial action affecting any Supplier Personnel.
- 8.2 Subject to clause 8.3, the party claiming relief shall be relieved from liability under the Contract to the extent that by reason of the Force Majeure Event it is not able to perform all or a material part of its obligations under the Contract.
- 8.3 Where a party is affected by a Force Majeure Event, it shall take all reasonable steps to mitigate the consequences of such an event and resume performance of those obligations affected by the Force Majeure Event as soon as practicable.
- 8.4 Neither party shall be entitled to rely upon the relief afforded to it pursuant to clause 8.2 to the extent that it is not able to perform its obligations under the Contract because of its failure to comply with clause 8.3. The Supplier shall maintain appropriate business continuity plans, satisfactory to SHL, to ensure continued availability of supply and the Supplier will not have a right to relief under this clause 8 if it fails to implement the procedures (if any) relevant to the Force Majeure Event under such business continuity plan.
- 8.5 The party claiming relief shall serve written notice on the other party promptly upon it becoming aware of the relevant Force Majeure Event. Such notice shall contain details of the effect of the Force Majeure Event, the action being taken to mitigate the event, the date of occurrence of the Force Majeure Event and an estimate of the period of time required to overcome it.
- 8.6 SHL shall not be obliged to pay for any part of the Supply not delivered by the Supplier in accordance with the Contract, whether as a result of any Force Majeure Event or otherwise for any reason.

- 8.7 The party claiming relief shall notify the other as soon as the Force Majeure Event has ceased, indicating when performance of the affected obligations will be resumed. If the Supplier is affected by a Force Majeure Event which prevents or is likely to prevent it from supplying any part of the Supply by the required Delivery Date or provision of the same, SHL may, at its discretion, by notice to the Supplier terminate all or part of the Contract.

9. TITLE, RISK AND ACCEPTANCE

- 9.1 Without prejudice to any of the rights or remedies of SHL (including those under clause 6):
- 9.1.1 title to the Goods shall pass to SHL upon Delivery of the Goods, unless payment for the Goods is made before Delivery, in which case title shall pass to SHL once full payment has been made; and
- 9.1.2 risk in the Goods shall only pass to SHL upon Acceptance of the Goods in accordance with these Conditions, despite any earlier passing of title to the Goods.
- 9.2 The Supplier shall accept full risk in and responsibility for any property of any Client Party which the Supplier removes from the Premises in performing the Contract.
- 9.3 SHL shall not be deemed to have accepted:
- 9.3.1 Goods until it has notified the Supplier of its acceptance or has had a reasonable period of time to inspect them following Delivery or, if later, within a reasonable period of time after any latent defect in them has become apparent and has failed to notify of any defect during either such period; or
- 9.3.2 any part of the Services until it has notified the Supplier of its acceptance, or had a reasonable period of time from the date on which the Supplier notifies SHL that it has completed the provision of the same to inspect or test the same and has failed to notify of any defect during such period.

In each case 'Acceptance'.

10. ORDER PRICE AND INVOICING

- 10.1 All pricing shall be fixed and firm (non-revisable) for the Term of the Order. Unless otherwise specifically agreed by SHL all fees and charges shall be invoiced and payable in £ sterling. No invoices will be accepted, or payments made, in excess of the Order price without SHL's prior written agreement. All prices shall exclude VAT, but shall be inclusive of all other taxes, duties, costs and charges (including charges for packaging, insurance and delivery to the nominated receiving address).
- 10.2 Invoices shall be in such format as SHL may require and may be rendered only after the Supply has been correctly Delivered in accordance with the Contract, including clause 4. All invoices must state the relevant Order number clearly – failure to do so will result in the invoice being returned. If the Supplier is VAT-registered, all invoices must also be valid VAT invoices.
- 10.3 SHL shall make payment, provided the Supply complies with the Contract, 30 days (net) after receipt of a valid and accurate invoice. Any such invoices as may be paid by SHL shall not be deemed to have been accepted by SHL as valid or accurate.
- 10.4 If the Supplier's invoice is or appears to be in error and has to be investigated, the date of receipt and consequently the date by which payment is due will be measured from the date on which such queries are satisfactorily resolved by both parties or, if applicable, the date on which a re-submitted correct invoice is received. SHL reserves (without prejudice to any other rights or remedies it may have) the right not to pay any invoice which is not submitted in accordance with this clause 10, or which SHL believes to be incorrect and/or to withhold payment of any amount charged for Goods or Services in respect of which SHL has a dispute in good faith. SHL shall be entitled to set off against any amount that would otherwise be payable to the Supplier any amounts payable by the Supplier to SHL on any account under or in connection with the Contract.

10.5 Should any sums be outstanding (including any sums withheld pursuant to clause 10.4, the Supplier is not entitled to suspend deliveries of the Supply. No payment shall be made for rejected goods.

11. QUALITY STANDARDS

11.1 The Supplier warrants, and undertakes that every part of the Supply shall:

11.1.1 be of satisfactory quality, design, material and workmanship. All Goods used in the Supply must be of good quality and within any recommended use by dates, not harmful or a risk to health, and spares and parts must (unless otherwise authorised by SHL) be original equipment manufacturer (OEM) as specified or recommended by the manufacturer of the equipment, product, or materials to which they are to be applied/affixed;

11.1.2 be fit for any purpose held out by the Supplier or made known to the Supplier at the time in writing (including, for these purposes, by email) when the Order is placed and in accordance with any sample approved by SHL;

11.1.3 be free from defects in design, materials or workmanship;

11.1.4 not contain anything that is offensive or harmful, or which would bring, or be likely to bring, SHL, any Client Party or any of SHL's care homes or business into disrepute;

11.1.5 without limitation conform with and fulfil in all respects:

11.1.5.1 the Order, including any specifications contained in the Order;

11.1.5.2 any variation of the Order agreed in writing by the parties;

11.1.5.3 the requirements of any relevant UK or EU or other statute, order, regulation, directive, standard, code of practice or bye-law from time to time in force which is relevant to the Supply; and

11.1.5.4 any recommendation or representation made by the Supplier;

11.1.6 at all times meet or exceed the Service Levels in relation to the Supply. The Supplier recognises that the consequence of its failure to meet Service Levels may not be possible to precisely determine. Accordingly, notwithstanding any other provision of the Contract, any rebates, refunds, credits or other amounts specified in the Order as payable in respect of Service Level failure, shall not be deemed or construed to be a penalty or to be liquidated damages, or a sole and exclusive remedy and shall not limit SHL's other rights under the Contract, including, without limitation, of termination of the Contract and/or rights to damages;

11.1.7 comply with and be provide in a manner which is consistent with the SHL Policies; and

11.1.8 be provided to SHL's satisfaction in a proper and efficient manner by appropriately qualified, trained and experienced personnel under proper management and supervision, with all due care, skill and diligence, and in accordance with highest industry practice.

11.2 The warranties and undertakings under clause 11.1.1 to 11.1.5 (inclusive), 11.1.7, 11.3.1 and 11.3.2, and 11.4 shall continue to apply for a minimum period of 36 months from Acceptance (or, if a different period is specified in the Order, for that period) (the 'Warranty Period').

11.3 The Supplier shall ensure that all Goods and related packaging:

11.3.1 shall conform with the relevant specifications of the British Standards Institution applicable to them current at the date of supply, and shall be obtained from reputable suppliers or manufacturers. The Supplier shall notify SHL as far in advance as is practicable if any Goods are or are likely to cease to be readily available to SHL on reasonable commercial terms, and shall ensure that all reasonable steps are taken to ensure continued availability, including the maintenance of appropriate levels of stock;

- 11.3.2 shall be of the best quality, undamaged, free from tampering or interference, infestation or contamination, fit for consumption (where applicable), and shall conform in all respects with the Order, all relevant health and safety and other standards, specifications and conditions;
- 11.3.3 are stored, distributed and delivered in accordance with the Contract and all applicable laws. SHL will, without prejudice to any other right or remedy, be entitled at its discretion to reject and or suspend (in each case in whole or in part) the Supply at any point in response to quality, safety or legal issues (including a breach of clause 19 (Health and Safety));
- 11.3.4 shall be free from any lien, charge, claim title, interest or other encumbrance.
- 11.4 SHL's rights under the Contract are in addition to the statutory provisions implied in favour of SHL by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 11.5 The Supplier shall permit at the request of SHL a duly authorised representative of SHL to enter and inspect its premises and facilities to ensure that appropriate quality standards are met and that the Supplier is otherwise complying with the Contract. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Supply and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, manuals, drawings, SHL Data (including Personal Data) or other data or databases, processes, methodology, models, designs, reports or other material (the 'IP materials'):
 - 12.1.1 furnished to or made available to the Supplier by or on behalf of SHL shall remain the property of SHL; and
 - 12.1.2 created, produced, acquired or prepared by or for the Supplier or any Supplier Party for use, or intended use, in relation to the Supply or the performance by the Supplier of its obligations under the Contract shall belong to SHL.
- 12.2 The Supplier hereby assigns to SHL, with full title guarantee, all Intellectual Property Rights which may subsist in the IP materials. This assignment shall take effect on the date of the Contract and as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights created, produced, acquired or prepared by or for the Supplier or any Supplier Party. The Supplier shall execute and take, and shall procure that any Supplier Party and Supplier Personnel executes all documentation and takes any steps as may be required by SHL to execute and perfect this assignment. The Supplier shall waive or procure a waiver of any moral rights subsisting in relation to any IP materials.
- 12.3 The Supplier shall have no right to use any of SHL's or any Client Party's trade marks, logos or other Intellectual Property Rights and shall not represent (directly or indirectly) that any Supply provided by the Supplier has been endorsed or approved by SHL.
- 12.4 This clause shall apply both during the Term of the Contract and after its expiry or termination for any reason.

13. PUBLICITY

the Supplier shall not permit or procure to be made any public announcement or disclosure (whether for publication in the press, the radio, television screen or any other medium) of its relationship with SHL, or the contents of or its interest in the Contract or any matters relating thereto, without SHL's prior written consent. The Supplier shall not use any name, brand or image relating to or concerning SHL, or any Client Party, in any promotional literature, materials or for any marketing purposes without SHL's prior written consent.

14. REMEDIES

- 14.1 Without prejudice to any other right or remedy which SHL may have, if any Supply is not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract (including,

without limitation, any slight or minor variation) then SHL may at any time (whether or not any part of the Supply has been Delivered) do any of the following:

- 14.1.1 reject the Supply in whole or in part on the basis that a full refund for the Supply so returned (including the cost of any such return) shall be promptly paid by the Supplier;
- 14.1.2 have the Supply repaired, re-done or replaced by the Supplier within 10 days of receipt of notice from SHL (unless otherwise agreed between the parties) with a supply which complies in all respects with the requirements of the Contract;
- 14.1.3 refuse to accept any further deliveries of the Supply, but without any liability to the Supplier;
- 14.1.4 make a deduction from the Contract's total value;
- 14.1.5 have the Goods repaired (made good), re-stored or replaced by another supplier at the Supplier's expense; and/or
- 14.1.6 recover from the Supplier any expenditure reasonably incurred by SHL in obtaining the equivalent supplies in substitution from another supplier.

15. WAIVER

- 15.1 Failure or delay by SHL at any time to enforce the provisions of or exercise any remedy under the Contract shall not be construed as a waiver of that or any other right or remedy.
- 15.2 SHL may at its discretion waive any right or remedy arising from a breach of the Contract but no such waiver shall be effective unless confirmed in writing and signed by SHL.

16. CONFIDENTIALITY

16.1 The Supplier shall:

- 16.1.1 treat Confidential Information as confidential and keep the same secure;
- 16.1.2 not disclose Confidential Information to any third party except if required to be disclosed by applicable law or order of a court of competent jurisdiction or other competent authority; and
- 16.1.3 not use Confidential Information for any purpose whatsoever other than to fulfil the Supplier's obligations under the Contract. 16.2 The obligations under clause 16.1 shall cease to apply to any part of the Confidential Information which comes into the public domain, save as a result of breach of this clause 16. 16.3 Upon expiry or termination of the Contract, the Supplier shall, promptly following expiry or termination, return and procure the return by any Supplier Personnel to SHL (or at SHL's request, but not otherwise, destroy and erase, and procure destruction and erasure by Supplier Personnel of) all Confidential Information held by Supplier or any Supplier Party in whatever form or media. 16.4 This clause shall apply both during the term of the Contract and after its expiry or its termination for any reason.

17. DATA PROTECTION

Personal Data

- 17.1 The Supplier warrants that it has, and undertakes it will continue to maintain, a valid, complete and up to date registration or notification to the Office of the Information Commissioner (or any successor) under the Data Protection Act 1998 to the extent necessary for the performance of the Contract.
- 17.2 The Supplier shall:
 - 17.2.1 at all times comply with the Data Protection Act 1998 as amended and any other statutory instruments, rules, regulations or codes of practice made thereunder;
 - 17.2.2 in relation to its processing of any SHL Personal Data transferred to the Supplier by SHL, ensure that appropriate technical and organisational measures are taken against unlawful processing and/or accidental loss of such personal data. Furthermore, the Supplier undertakes

that it shall only process SHL Personal Data strictly in accordance with the terms of the Contract and SHL's instructions from time to time;

17.2.3 promptly notify SHL on receiving any subject access request requiring the release of SHL Personal Data and co-operate with SHL promptly in responding to any such subject access request within such timescales as may be specified by SHL; and

17.2.4 not and will ensure that Supplier Parties and Supplier Personnel shall not, under any circumstances transfer the SHL Personal Data outside the European Economic Area ("EEA") unless authorised in writing to do so by the SHL.

Corruption and Loss of Data

17.3 If any SHL Data in the possession or control of the Supplier becomes lost, corrupted or rendered unusable for any reason, Supplier shall promptly restore such SHL Data using its back up and/or disaster recovery procedures at no cost to SHL.

17.4 If at any time the Supplier suspects or has reason to believe that SHL Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then without prejudice to any right or remedy of SHL the Supplier shall notify SHL immediately and inform SHL of the remedial action the Supplier proposes to take.

18. HEALTH AND SAFETY

18.1 In making the Supply the Supplier shall have full regard to safety of persons who may be affected in any way and shall comply with the requirements of the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and of any other legislation, regulations and codes of practice pertaining to the health and safety of persons.

18.2 The Supplier shall operate a system of risk assessment, to comply with appropriate health and safety legislation. The Supplier shall provide copies of any risk assessments (or a summary of the said documents if they are unable to be released for any justifiable reason) as and when required by SHL.

18.3 The Supplier shall conduct all necessary tests and examinations prior to Delivery of the Supply to ensure that the Supply is designed, constructed and delivered so as to be safe and without risk to the health or safety of persons using it. The Supplier shall give SHL adequate information about the use for which the Supply has been designed and has been tested and about any conditions necessary to ensure that when put to use the Supply will be safe and without risk to health.

18.4 Throughout the progress of any activity undertaken on any Premises, the Supplier shall keep such working area in an orderly and safe state and shall provide and maintain at its own cost all lights, guards, fencing and warning signs for the protection of the working area and for the safety and convenience of the public and others.

19. PREVENTION OF CORRUPTION

19.1 The Supplier shall:

19.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anticorruption including the Bribery Act 2010 (together the "Relevant Requirements")

19.1.2 not offer, give or agree to give to anyone any inducement or reward in respect of any Order or Contract;

19.1.3 not engage in any activity, practice or conduct which would constitute an offence under any of the Relevant Requirements or any other industry or organisational codes of conduct applicable to the Supplier; or

19.1.4 not commit any fraud in connection with any Order or Contract, whether alone or in conjunction with SHL employees. The Supplier shall promptly report to SHL any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with any actual or prospective Order or Contract or the performance of the same.

19.2 The Supplier shall require and take all reasonable steps to ensure that any Supplier Personnel or other person associated with the Supplier who is performing Services or supplying Goods in connection with the Contract complies with the terms of clause 19.1.

20. INDEMNITY

- 20.1 The Supplier shall indemnify and keep indemnified SHL and each Client Party from and against any and all loss, damage or liability (whether criminal or civil), claims, actions, demands, costs, charges and expenses of any nature whatsoever, including any legal fees or other costs incurred by SHL or any Client Party as a result of or in connection with:
- 20.1.1 any breach of the warranties, representations and undertakings contained in this Contract, including clause 19;
 - 20.1.2 any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - 20.1.3 any claim that the Supply or its access, possession or use by SHL or any Client Party breaches any statute or regulation or constitutes, or is alleged to constitute, a tort against a third party; and/or
 - 20.1.4 any claim or action against SHL or any Client Party by any third party that the access to, possession of, or use by SHL or any Client Party of anything supplied to SHL by or on behalf of the Supplier pursuant to the Contract, including any Goods or Services infringes the Intellectual Property Rights of that third party or of another person.

21. INSURANCE

- 21.1 The Supplier shall obtain, pay for and maintain for the benefit of the Supplier and SHL the following insurances with a reputable insurer acceptable to SHL during the Term of the Contract and for a period of three years thereafter:
- 21.1.1 public liability insurance, including contractual liability, with a minimum limit of indemnity of £5,000,000 for each claim during the period of the policy;
 - 21.1.2 product liability insurance with a minimum limit of indemnity of £5,000,000 for each claim during the period of the policy;
 - 21.1.3 employers' liability insurance with a minimum limit of indemnity of £5,000,000 any one claim for each employee.
- 21.2 The Supplier shall on request produce to SHL the relevant policy documents together with receipts or other evidence required by SHL that such policies are in force and that all premiums have been paid.

22. TERMINATION

- 22.1 The Contract shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, shall expire at the end of the Term, or if no Term is specified upon completion of the Supply, without the need for further formality.
- 22.2 SHL may, without prejudice to its other rights and remedies, terminate the Contract and any other Contracts with the Supplier in whole or in part by written notice without incurring any liability to the Supplier if any of the events specified in clause 22.3 occur. No period of notice shall be required but the notice shall state the date on which the termination is to take effect.
- 22.3 The events referred to in clause 22.2 are:
- 22.3.1 The Supplier has failed to make all or any part of the Supply within any time for delivery specified in the Order;
 - 22.3.2 The Supplier has breached the Contract in a way which SHL reasonably regards as irremediable, which may include, without limitation, repeated and/or persistent remediable breaches of the Order. Without limiting the above any breach of clause 19 shall be deemed to be irremediable;

- 22.3.3 SHL has given the Supplier at least 30 days notice to remedy a breach of Contract which can be remedied and the Supplier has failed to do so;
- 22.3.4 The Supplier has without reasonable cause failed to proceed diligently with or wholly suspends performance of any activity under the Contract;
- 22.3.5 An Insolvency Event occurs or is threatened against the Supplier.
- 22.4 SHL may without penalty or liability terminate all or part of a Contract in respect of all or part only of the Supply at any time prior to the date for provision by giving the Supplier at least 14 days' notice. Following termination of the Contract under this clause 22.4 SHL's sole liability shall be to pay the Supplier a fair and reasonable price for the Supply performed and delivered in accordance with the Contract before the date of termination, provided that the Supplier submits a valid invoice for such price within 28 days after such date.
- 22.5 In the event of termination of the Contract or rejection under clause 14, SHL may engage another contractor to make all or any part of the Supply and the Supplier shall be liable to pay SHL as a debt any extra cost that SHL incurs in so doing in excess of the price that would otherwise have been payable to the Supplier for the relevant part of the Supply.
- 22.6 On expiry or termination for any reason the Supplier shall refund on demand all sums paid in advance by SHL in respect of the terminated Services and/or Goods.
- 22.7 On expiry or termination for any reason the Supplier shall:
- 22.7.1 co-operate and ensure the co-operation of Supplier Parties and Supplier Personnel as may be required by SHL in achieving an orderly and efficient handover, and shall ensure the smooth transfer of the functions and activities comprised in the Supply or terminated part thereof to SHL, or any Future Service Provider SHL may nominate for the provision for the Supply or any part thereof; and
- 22.7.2 deliver to SHL on or before the termination date such documents, records (including technical records), and other relevant data relating to the provision of the Supply or part thereof, and any property (whether real or otherwise) in each case in the Supplier's possession or control which (as between the parties) is owned by SHL or, as regards such documents, records (including technical records), and other relevant data required to enable the Supplier to handover and transfer the functions and activities comprised in the Supply or terminated part thereof to SHL, or any Future Service Provider, in accordance with clause 22.7.1 upon completion of that handover and transfer.
- 22.8 Expiry or termination of the Contract for whatever reason shall not affect either party's rights or remedies that have accrued prior to the date of termination, nor the coming into force or the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force by or after expiry or termination. The provisions of clauses 2.2-2.6 (inclusive), 4.4-4.6 (inclusive), 7.1.7-7.1.10 (inclusive), 7.1.14, 9, 10.4, 11.1, 11.2, 11.3.1, 11.3.2, 11.4, 11.5, 12, 13-17 (inclusive), 20, 21, 22.4-22.9 (inclusive), 23 and 25-31 (inclusive) shall survive expiry or termination however arising.

23. SUPPLIER PERSONNEL

- 23.1 The Supplier and Supplier Parties shall be solely responsible for all Supplier Personnel, who shall for all purposes remain employees, staff, other workers, agents and consultants of the Supplier or Supplier Parties.
- 23.2 The Supplier and Supplier Parties shall be responsible for all income, salaries and benefits for Supplier Personnel and for making all appropriate PAYE and other deductions for tax and national insurance contributions (and all equivalent taxes and deductions in other jurisdictions) from the remuneration benefits and emoluments which are paid to Supplier Personnel who are employees, and shall be responsible for ensuring that all independent contractors provide appropriate evidence of their employment status and are fully responsible for tax, national insurance and similar contributions and other payments and deductions in respect of their revenue, income and benefits/emoluments.

- 23.3 In no circumstances shall any Supplier Personnel be or be deemed to be employees or contractors of SHL, any Client Party, or any Future Service Provider.
- 23.4 The Supplier hereby agrees to indemnify SHL, each Client Party and any Future Service Provider in respect of any losses, claims, actions, proceedings, demands, liabilities, damages, costs and expenses (including legal and other advisers' fees and legal costs) that may be suffered or incurred in connection with any claim or demand by any Supplier Personnel against SHL, any Client Party and/or Future Service Provider relating to, or in respect of, any claim whenever arising;
- 23.4.1 of status as an employee of SHL, any Client Party and/or Future Service Provider;
- 23.4.2 of status as an independent contractor of SHL, any Client Party and/or Future Service Provider;
- 23.4.3 in respect of PAYE or other deductions for tax and national insurance contributions (and all taxes and employee related contributions in other jurisdictions) in respect of the provision of the Supply or any part of it;
- 23.4.4 of any contractual or other rights, as a result of the Contract or the provision of all or any part of the Supply, or termination of the same, including any such claim or demand arising as a result of the application of the Employment Regulations (including any failure in respect of any obligation to inform and consult with such person or their representatives under the Employment Regulations), or the dismissal of any such person; and
- 23.4.5 the relevant taxation and other authorities against SHL, any Client Party and/or any Future Service Provider in respect of PAYE or other deductions for tax and national insurance contributions (and all taxes and employee related contributions in other jurisdictions) relating to the provision of the Supply or any part of it by the Supplier or otherwise relating to any Supplier Parties or Supplier Personnel.

24. ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not without the written consent of SHL assign, charge, sub-contract or otherwise dispose of the benefit or burden of the whole or any part of the Contract. No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its obligations or responsibilities under the Contract and they remain the full and sole responsibility of the Supplier. Acts and omissions of any subcontractor shall be treated as acts or omissions of the Supplier.

25. AUDIT

- 25.1 The Supplier shall at all times maintain accurate and up to date books of account and records in respect of the Services and Goods, and all its activities, obligations, and transactions undertaken pursuant to the Contract. If requested by SHL the Supplier shall, and shall procure that any Supplier Personnel shall, promptly make available to SHL such information relating to the performance of the Supplier's obligations under the Contract as SHL may require to enable SHL to monitor the Supply or the Supplier's on-going ability to perform its obligations. In addition, the Supplier will make available any other information which is needed to enable SHL to comply with the requirements of any laws or requirements of any regulatory body.
- 25.2 During the Term and for a period of 2 years after the Contract has expired or terminated, the Supplier shall, and shall procure that any Supplier Personnel shall, allow SHL and any auditors of or other advisers to SHL at any time on request by SHL to access any of the Supplier's premises (and any other premises used for the provision of the Supply), personnel and relevant financial and other records, and take and retain copies of the same (with no obligation to return or destroy the same) as may be required by SHL in order to:
- 25.2.1 fulfil any request by any regulatory authority; or
- 25.2.2 undertake verifications of or identify suspected fraud, or breach of clause 19; or
- 25.2.3 undertake verification that the Supply is or was being provided in accordance with the Contract (including the Service Levels) and all applicable laws;
- 25.2.4 undertake verification of any charges or other sums paid by SHL or invoiced by the Supplier.

26. RIGHTS OF THIRD PARTIES

No provision of this Contract is intended to confer any benefit on, or to be enforceable by, any person who is not a party to the Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, save that, subject in each case to SHL's approval (but not otherwise) any Client Party may enforce the provisions of clauses 7.1.8, 13, 16, 20, or 23 and any Future Service Provider may enforce the provisions of clause 23 directly against the Supplier. The parties reserve the right to rescind or vary the Contract without the consent of any third party who is expressly entitled to enforce the Contract.

27. NO AGENCY OR PARTNERSHIP

27.1 The Contract shall not be interpreted as constituting a joint venture or partnership or similar relationship between the parties.

27.2 The Contract shall not be interpreted as constituting any agency between the parties or otherwise entitle either party to bind the other or create a liability against the other in any manner or for any purpose. The parties hereto shall act in all respects as independent contractors.

28. ENTIRE AGREEMENT

The Contract supersedes all prior representations and agreements between the parties (whether written or oral) relating to the subject matter of the Contract and sets forth the entire agreement and understanding between the parties in relation to the Supply. Each party acknowledges that, in entering into the Contract, it is not relying on any representation or other assurance except as expressly set out or referred to in the Contract, provided that nothing in the Contract shall limit or exclude any liability for fraud or fraudulent misrepresentation.

29 SEVERANCE

If any clause of the Contract shall be held to be illegal or unenforceable, such clause or part shall be deemed to be deleted from the Contract and the enforceability of the remainder of the Contract shall not thereby be affected.

30. NOTICES

30.1 Any notice to be given under the Contract shall be in writing and signed by or on behalf of the party giving it.

30.2 Such notice shall be deemed to have been duly given if left or sent by hand or courier, by first-class, registered or recorded delivery post, or transmitted by email (provided that notice of termination of the Contract may not be given by email), to the address or email address of the receiving party shown on the Order, or to such other address or email address as the party has notified to the other in accordance with this clause 30.

30.3 If sent or transmitted in accordance with this clause 30, the notice shall be deemed effectively given:

30.3.1 if delivered by hand or courier, at the time of delivery;

30.3.2 if sent by first-class, registered or recorded delivery, 48 hours after posting;

30.3.3 if transmitted by email, simultaneously with the delivery or transmission (provided that evidence of successful transmission can be produced).

31. GOVERNING LAW

The Contract shall be governed by and construed in accordance with English law and the Supplier hereby irrevocably submits to the exclusive jurisdiction of the English courts