

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

DATE: **INSERT**

CONTRACT DETAILS

[Fund's representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
Fund's address for invoices:	Email: [EMAIL] Postal Address: [POSTAL ADDRESS]
Supplier:	[COMPANY NAME] (No. [NUMBER])
Supplier's address:	[ADDRESS]
[Supplier's representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
Services:	[[DESCRIPTION], as further detailed in an [Order] OR [Not applicable]
Goods:	[[DESCRIPTION], as further detailed in an [Order] OR [Not applicable]
Is the Supplier processing any Personal Data on behalf of the Fund?	[[Yes]OR[No]] (delete as applicable) If yes, separate data processing agreement to be entered into.
[Special terms:]	[In the terms and conditions: [(a) Clause [NUMBER] deleted: The entire text of clause [NUMBER] is deleted and replaced with the words "Not used".] [(b) Clause [NUMBER] added: This clause is inserted into the Conditions: [NEW CLAUSE].] [(c) Clause [NUMBER] amended: This clause is amended to read as follows: [AMENDED CLAUSE IN FULL].]]

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions:

“Contract” means the contract for the sale and purchase of Goods and/or the supply and acquisition of Services on these terms and conditions;

“Contract Details” means the details in relation to this Contract as set out at the beginning of these terms and conditions;

“Data Protection Legislation” means, for the periods in which they are in force and to the extent applicable to a party, the UK GDPR, the EU GDPR, the Data Protection Act 2018, Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or other regulatory authority, in each case as amended or substituted from time to time;

“Fund” means the Big Lottery Fund, operating as The National Lottery Community Fund, with its principal office at 1st Floor Peel Building, 2 Marsham Street, London, SW1P 4DF;

“EU GDPR” (a) the General Data Protection Regulation (Regulation (EU) 2016/679; or (b) any equivalent legislation amending or replacing the General Data Protection Regulation (Regulation (EU) 2016-679);

“Goods” means the goods (including any instalment, component, part of or raw materials used in such goods and any deliverables resulting from performance of the Services) described in the Order;

“Order” means the Fund’s order for the supply of goods and/or services, as set out in the Fund’s purchase order form or in such other written form as otherwise agreed by the Fund;

“Personal Data” has the meaning given to this term by the Data Protection Legislation;

“Price” means the price of the Goods or the Services or both as set out in the Order;

“Services” means the services (if any) described in the Order;

“Supplier” means the person, firm, or company whom the Fund purchases the Goods and/or Services as so described in the Contract Details; and

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Where the context so admits or requires, words in this Contract denoting the singular include the plural and vice versa and words denoting any gender include all genders.

1.3 Where the words **“include(s)”** or **“including”**, or words of a similar nature, are used in these terms and conditions, they are deemed to have the words **“without limitation”** following them and are illustrative and shall not limit the sense of the words preceding them.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

2 BASIS OF PURCHASE

2.1 Each Order constitutes an offer by the Fund to purchase the Goods and/or acquire the Services from the Supplier subject to these terms and conditions.

2.2 The Supplier shall be deemed to have accepted these terms and conditions on the earlier of the Supplier issuing written acceptance an Order (notwithstanding any conditions attached to such acceptance or any purported incorporation of terms other than these terms and conditions) or by delivering any Goods, performing any Services or any other act by the Supplier consistent with fulfilling the Order, at which point the Contract shall come into existence (**“Commencement Date”**).

2.3 These terms and conditions shall apply to the Contract and/or any performance of the Services by the Supplier prior to entering into the Contract to the exclusion of any other terms and conditions that the Supplier seeks to impose or incorporate, or which are implied by law, custom or practice, or on which any quotation has been given to the Fund or subject to which the Order is accepted or purported to be accepted by the Supplier.

2.4 Where the Fund places an Order pursuant to any framework agreement or any other contract it holds with the Supplier, the terms and conditions of such framework agreement and the associated call off contract, or of such other contract which the Supplier holds with the Fund, shall take precedence over these terms and conditions.

2.5 These terms and conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3 SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods delivered to the Fund:

3.1.1 correspond with the description (i) in the Order, including as set out in any attachments or documents referenced in and attached to the Order (including the Supplier’s quotation or proposal referenced in the Order whether or not such quotation or proposal is attached to the Order); (ii) published in any of the Supplier’s marketing materials; and (iii) in any other specification agreed in writing by the Supplier and the Fund;

3.1.2 are of satisfactory quality (within the meaning of the UK Sale of Goods Act 1979), comply with any relevant express and implied terms of the Supply of Goods and Services Act 1982 and are fit for any purpose held out by the Supplier or made known to the Supplier by the Fund, expressly or by implication, prior to the date of the Order and in this respect the Fund relies on the Supplier’s skill and judgment;

3.1.3 are free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods, and are properly packed and secured to ensure they are delivered in good condition.

3.2 The Supplier warrants to the Fund that the use of the Goods by the Fund for their standard purpose and (if different) any purpose made known to the Supplier by the Fund prior to the date of the Order will not result in the infringement of any intellectual property rights of the Supplier or any third party.

3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

4 SUPPLY OF SERVICES

4.1 The Supplier shall for the duration of the Contract:

4.1.1 perform the Services with the best care, skill, and diligence in accordance with best practice in the Supplier’s industry, profession or trade and any other industry, profession, or trade relevant to the Services and in accordance with the terms of the Contract, any reasonable instructions of the Fund and any relevant manufacturer’s published instruction materials (including the marketing materials of such manufacturers);

4.1.2 co-operate with the Fund in all matters relating to the Services, and comply with all instructions of the Fund;

- 4.1.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 4.1.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Order, and that the deliverables shall be fit for any purpose that the Fund expressly or impliedly makes known to the Supplier;
 - 4.1.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services, and use the best quality goods, materials, standards, and techniques, and ensure that the deliverables, and all goods and materials supplied and used in the Services or transferred to the Fund, will be free from defects in workmanship, installation, and design;
 - 4.1.6 obtain and at all times maintain all licences and consents which may be required for the provision of the Services; and
 - 4.1.7 observe all health and safety rules and regulations and any other security requirements that apply at the Fund's premises.
- 4.2 The Supplier hereby assigns to the Fund with full title guarantee by way of present and future assignment any and all intellectual property rights in the documents, data, information, software, devices, processes, or other material created by the Supplier in the course of performing the Services, and any other intellectual property rights the Supplier creates during its performance of the Services. The Supplier shall sign any documentation required to effect this.
 - 4.3 The Supplier shall indemnify the Fund against all losses suffered or incurred by the Fund arising out of or in connection with any claim made against the Fund for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services. This clause shall survive termination of the Contract.
 - 4.4 The Fund reserves the right to determine whether the results, outputs and deliverables provided in the performance of the Services shall be published and, if so, on what conditions.
- 5 PRICE AND PAYMENT**
- 5.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:
 - 5.1.1 fixed and not subject to variation for the duration of the Contract; and
 - 5.1.2 exclusive of any applicable VAT (which shall be payable by the Fund subject to receipt of a VAT invoice) but inclusive of all charges for packaging, insurance, and delivery of the Goods to the Fund's specified delivery address, and travel and accommodation and any and all out of pocket expenses in the case of Services, and any duties, imposts or levies other than VAT.
 - 5.2 Unless otherwise stated in the Order and subject always to the Goods and Services having been delivered and accepted by the Fund as being in accordance with the Contract, the Supplier may only invoice the Fund on or after delivery and acceptance of the Goods or supply and acceptance of the Services. Invoices will not be accepted unless they quote the number of the relevant Order. Invoices shall be sent to the Fund at the address set out in the Contract Details.
 - 5.3 Unless otherwise stated in the Order, the Fund shall pay the Price in respect of the Goods and the Services within 30 days after receipt by the Fund of a valid and accurate invoice or, if later, after acceptance of the Goods or Services in question by the Fund to a bank account nominated in writing by the Supplier.
 - 5.4 The Fund shall be entitled to at any time, without notice to the Supplier, set off any liability of the Supplier to the Fund against any liability of the Fund to the Supplier, including:
 - 5.4.1 any amount which is disputed by the Fund, pending resolution of such dispute (including related costs and expenses); and
 - 5.4.2 any sums owing by the Supplier to the Fund on any other contract.Any exercise by the Fund of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 6 ROYALTIES**
- 6.1 All royalties, licence fees or similar expenses for the supply or use of any invention, process, drawing, model, plan, or information in connection with the Contract shall be deemed to have been included in the Price. The Supplier shall indemnify the Fund from and against all claims and proceedings that may be made against the Fund, and any damages, costs and expenses incurred by the Fund in respect of any such supply or use.
- 7 DELIVERY AND WARRANTIES**
- 7.1 The Goods shall be delivered to, and the Services shall be performed at, the place(s) and on the date(s) stated in the Order, in either case during the Fund's usual business hours. The Fund reserves the right to amend any delivery instructions. Delivery shall be deemed to be made on receipt of the Goods and/or the Services by the Fund in accordance with all terms of the Contract.
 - 7.2 If for any reason the Fund requests delivery, installation, or performance to be delayed, the Supplier shall agree to such request at no extra cost to the Fund and the provisions of this clause 7 shall apply to any such revised date for delivery, installation or performance.
 - 7.3 A delivery note stating the number of the Order and the description and quantity of Goods supplied must accompany each consignment of the Goods and must be displayed prominently. The Fund shall be under no obligation to accept delivery or performance by instalments unless previously agreed in writing.
 - 7.4 Risk of damage to or loss of the Goods shall pass to the Fund upon delivery to the Fund in accordance with the Contract. Transit and offloading of the Goods shall be at the Supplier's risk.
 - 7.5 The title in the Goods shall pass to the Fund upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Fund once payment has been made and the Goods have been appropriated to the Contract.
 - 7.6 The Supplier warrants that the Services shall be performed, and the Goods shall be supplied and delivered using reasonable skill and care and in accordance with any standards set out in the Order.
- 8 ACCEPTANCE**
- 8.1 The Fund shall be entitled to reject all or any part of the Goods delivered or Services performed which are not in accordance with the Contract, including a right to reject defective Goods even if the defect is minor.
 - 8.2 The Fund shall not be deemed to have accepted any Goods and/or Services until the Fund has had a reasonable time to inspect or test them following delivery or, if later, within a reasonable time after any latent defect has become apparent. If following such inspection or testing the Fund considers that the Goods and/or Services do not comply or are unlikely to comply with the Supplier's undertakings under the Contract, the Fund shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Fund may conduct further inspections and tests after the Supplier has carried out its remedial actions.

9 FORCE MAJEURE

- 9.1 Neither the Supplier nor the Fund shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure was due to an event or circumstance beyond that party's reasonable control which by its nature could not have been foreseen or, if foreseeable, was unavoidable (excluding non-performance by suppliers or subcontractors and any strikes, lock-outs or other industrial disputes involving its own workforce).
- 9.2 If any delay or failure to which clause 9.1 applies continues for more than three months, then either party may terminate the Contract with immediate effect without any further liability to the other party save that which it has already incurred under the Contract prior to termination.

10 CONFIDENTIALITY

- 10.1 The Supplier shall keep in strict confidence all information supplied to the Supplier or its agents or sub-contractors by the Fund, or which comes to the attention of the Supplier or its agents or sub-contractors, at any time in connection with the Contract and (unless that information is or becomes publicly known other than by a breach of the Contract) the Supplier shall not without the prior written consent of the Fund publish or disclose to any third party such information, or use such information for any purpose other than the purpose of implementing the Order and/or performing the Contract. The Supplier shall restrict disclosure of such information to such of its employees, agents or sub-contractors as need to know the same for the purpose of implementing the Order and/or performing the Contract and shall ensure that such employees, agents, or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.
- 10.2 The obligations under this clause 10 shall remain in force notwithstanding completion, cancellation, or termination of the Contract.

11 PUBLICITY AND BRANDING

- 11.1 The Supplier shall not, without prior written consent of the Fund, advertise or publicise the existence or content of the Contract in any way, or that the Supplier is providing Services and/or Goods to the Fund, or communicate with representatives of the general or technical press, radio, television, or other communications media in relation to the Goods or Services. In response to any media or other enquiries relating to the Fund, the Supplier must refer the caller to the Fund's branding team and shall inform the Fund's branding team of the enquiry as soon as practicable.
- 11.2 The Supplier shall not use the Fund's name, branding, or logo in any promotion material, marketing material, similar material, or announcement without prior written consent of the Fund. Where the Supplier is required as part of the Services to use the Fund's logos, the Supplier shall enter into a separate agreement (in the form approved by the Fund) in order to licence such use. The Supplier undertakes to the Fund that all uses and applications of the Fund's logos by the Supplier shall comply with the Fund's branding guidelines (as published on the Fund's website and as updated from time to time) and accord with all relevant advertising codes and legislation and other guidelines, instructions and restrictions relating to such logos.

12 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 12.1 In this clause 12, the terms, "processes", "data controller" and data processor" shall have the same meanings given to them under Data Protection Legislation.
- 12.2 The parties acknowledge and agree that if the role of the Supplier is indicated in the Contract Details as 'data processor', the parties shall on or prior to the entering into the Contract, enter into a separate data processing agreement to the extent that any Personal Data is processed in the course of providing the Services (the "**Data Processing Agreement**").
- 12.3 The parties agree that to the extent each party is a separate and independent data controller of any Personal Data exchanged in relation to the Contract, it shall each comply with the obligations imposed on data controllers under Data Protection Legislation. This clause 12.3 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under Data Protection Legislation. Nothing in the Contract shall prohibit or otherwise restrict a party from complying with such obligations and neither party shall take any action which puts another party in breach of Data Protection Legislation.
- 12.4 The Supplier shall, and shall procure that its staff and sub-contractors shall, comply with all Data Protection Legislation in relation to any Personal Data processed.
- 12.5 The Supplier shall at all times ensure that its IT systems are fit for the purpose of securing all data or records of whatever nature in whatever form relating to the Fund, its operations, facilities, assets, employees, or otherwise ("**Fund Data**") in accordance with good industry practice, all applicable laws, and any other requirements reasonably required by the Fund. The Supplier shall ensure that its IT systems are regularly maintained, tested, assessed, evaluated and, if necessary, upgraded to ensure this and to ensure the effectiveness of technical and organisational measures for ensuring security of all processing of the Fund Data. The Supplier shall keep such technical and organisational measures under review and shall carry out such updates as they agree are appropriate throughout the term of the Contract. The Supplier shall at all times comply with good industry practice and any other reasonable requirements of the Fund relating to data protection, data security and implementation and maintenance of back-up systems.

13 FREEDOM OF INFORMATION

- 13.1 The Supplier shall make available at its own cost any information reasonably requested by the Fund in connection with the Supplier's performance under this Contract and shall allow such access to its premises and contact with its employees as is necessary for these purposes. The Supplier acknowledges that the Fund may share information about this Contract (including commercially sensitive information) with other lottery distributors, Government departments and other organisations with a legitimate interest in lottery funding as well as with members of the public who make a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- 13.2 The Supplier shall, and shall procure that its employees or sub-contractors shall, provide all necessary information and assistance as reasonably requested by the Fund, within the timeframes reasonably specified by the Fund, to enable the Fund to respond to any request for information it receives in compliance with the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- 13.3 The Supplier acknowledges that the Fund shall be responsible for determining in its absolute discretion whether any commercially sensitive information or other information is exempt from disclosure or may be disclosed either without consulting the Supplier or following consultation with the Supplier and having taken its views into consideration.

14 AUDIT AND RECORDS

- 14.1 The Supplier shall maintain true and correct records including accountancy information in connection with the work of the Supplier in executing this Contract and the time spent and materials used by the Supplier in providing the Services. The Supplier shall retain such records for a period of not less than twenty-four months after delivery of the Goods and/or completion of the Services unless a longer retention period is requested by the Fund.

14.2 The Fund may from time to time undertake an audit of all records relating to this Contract. Where the Fund elects to undertake an audit, the Supplier shall be given reasonable notice of the Fund's intention and shall provide such access and assistance as the Fund reasonably requires, at no cost to the Fund, to complete such audit.

14.3 Statutory retention periods for financial and other records are not affected nor altered by this clause 14.

15 NATIONAL AUDIT OFFICE ACCESS

15.1 For the purpose of:

15.1.1 the examination and certification of the Fund's accounts; or

15.1.2 any examination pursuant to section 6(1) of the National Audit Act 1993 (or any re-enactment thereof) of the economy, efficiency, and effectiveness with which the Fund has used its resources,

the Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier, and may require, at the Supplier's expense, the Supplier to produce such oral or written explanation as they consider necessary.

16 HEALTH AND SAFETY

16.1 The Supplier shall be responsible for its observance, and the observance by its employees and subcontractors, of all safety precautions necessary for the protection of the Supplier, its employees, subcontractors, and any other persons involved in the provision of the Goods and/or Services, including all precautions required to be taken by or under any applicable laws and including any regulations or byelaw of any local or other authority. The Supplier shall co-operate fully with the Fund to ensure the proper discharge of these duties.

17 TERMINATION

17.1 Without affecting any other right or remedy available to it, the Fund may terminate the Contract with immediate effect by giving written notice to the Supplier if:

17.1.1 the Supplier breaches and/or fails to perform any of its obligations under the Contract and (if remediable) such breach and/or failure continues for a period of seven (7) days after written notice thereof is provided by the Fund to the Supplier; or

17.1.2 the Supplier becomes (or, in the reasonable opinion of the Fund, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.

17.2 Without prejudice to any other provisions of these terms and conditions, the Fund may terminate the Contract at any time by serving seven (7) days' written notice to the Supplier. If the Fund terminates the Contract under this clause 17.2, the Fund shall pay the Supplier on a proportional basis for any Goods and/or Services performed up to and including the effective date of termination where such Goods and/or Services have not previously been paid for. Such payment shall be in full and final settlement of the Fund's liability under the Contract in relation to the payment for Goods and/or Services.

17.3 On termination of the Contract for any reason, the Supplier shall assist and co-operate fully with the Fund to ensure an orderly migration of the Services to the Fund or, at the Fund's request, a replacement supplier.

17.4 Where any part of the Price has been paid for Services or parts of Services not performed prior to the effective date of termination, or for Goods not delivered prior to the effective date of termination, the Supplier shall repay to the Fund, within seven (7) days after termination, an amount equal to such sum and any duties or taxes paid by the Fund to the Supplier in respect of such part of the Price.

17.5 Termination of the Contract, however it arises, shall not affect, or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

18 LIABILITY

18.1 Nothing in these terms and conditions shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable), for fraud or fraudulent misrepresentation or for any other matter in respect of which it would be unlawful for that party to exclude or restrict liability. The Fund shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, or consequential loss, costs, damages, charges, or expenses however arising under the Contract.

18.2 Subject to clause 18.1, the Fund's liability under the Contract is limited to, in the case of Goods, the Price for such Goods, or, in the case of Services, to the Price paid or to be paid for such Services. However, where the Services have been provided or will be provided for more than twelve (12) months, the Fund's liability is limited to the Price which has been paid for the Services during the twelve (12) months prior to the event to which the liability relates or, where the Services have not yet been provided for a period of twelve (12) months or more, the Fund's liability is limited to the Price to be paid for the first twelve (12) months of Services provision.

19 INSURANCE

19.1 The Supplier shall take out and maintain insurance policies in respect of the potential liabilities that may arise under the Contract with a reputable insurance company for the term of the Contract and for six years after its termination or expiry to cover the liabilities that may arise under or in connection with the Contract and shall produce to the Fund on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

20 NON-SOLICITATION

20.1 During the term of the Contract and for a period of six (6) months following the termination of the Contract for any reason whatsoever, neither party shall solicit or entice away from the other party or employ or attempt to employ any individual who is, or has been, engaged as an employee of the other party, or refer or introduce the other party's employees to any third party for the purposes of the contracting or engagement by that third party, except that neither party shall be in breach of this clause 20.1 if it hires an individual as a result of a recruitment campaign not specifically targeted to any employees of the other party.

21 WAIVER

21.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

22 SEVERANCE

22.1 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed

deleted under this clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23 THIRD PARTY RIGHTS

23.1 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of The Contracts (Rights of Third Parties) Act 1999.

24 PREVENTION OF FRAUD, CORRUPTION AND BRIBERY

24.1 The Supplier warrants that it has in place and undertakes that it shall (and that it shall procure that its officers, employees, contractors, and subcontractors shall) comply with, applicable policies and procedures to avoid the risk of collusion, corruption, bribery, and fraud within its organisation and in connection with its dealings with third parties. The Supplier also warrants that it is not aware of and has no reason to suspect that any of its officers, employees, contractors, or subcontractors have been involved in any collusion, corruption, bribery, or fraud. The Fund shall not be required to make any payment to the Supplier that might otherwise be due in respect of the Contract if the Supplier has breached this clause 24. The Supplier shall indemnify the Fund against any losses, liabilities, damages, costs (including [but not limited to] legal fees) and expenses incurred by, or awarded against, the Customer as a result of any breach of this clause 24 by the Supplier.

25 COMPLIANCE WITH LAWS

25.1 The Supplier shall comply with all laws and regulations applicable to the supply of the Goods and/or Services (as applicable).

26 REPUTATION MANAGEMENT AND CONFLICTS OF INTEREST

26.1 The Supplier shall refrain from conduct that would adversely reflect on the Fund or be prejudicial to the reputation or standing of the Fund and shall take all reasonable steps to ensure that its officers, employees, contractors, and subcontractors (if any) do not, engage in any activity that is incompatible with the aims and objectives of the Fund.

26.2 The Supplier shall use its best endeavours to ensure that it and its officers, employees, contractors, and subcontractors (if any) are not placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of such persons and the duties owed to the Fund under the Contract. On becoming aware or suspecting such an actual or potential conflict, the Supplier will immediately disclose the particulars of the conflict to the Fund and cooperate with any reasonable measures implemented by the Fund to manage the conflict.

27 INDEPENDENT SUPPLIER

27.1 The relationship of the parties is that of independent contractors dealing at arm's length. Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way. The Supplier shall be solely responsible for all taxes, national insurance or other withholdings or contributions which may be payable out of, or as a result of the receipt of, any monies paid or payable in respect of the Goods and/or Services. The Supplier shall indemnify the Fund against all costs, claims, expenses (including legal expenses) and/or proceedings arising out of or in connection with the Supplier's non-payment (or underpayment) of such taxes, national insurance or other withholdings or contributions.

28 NOTICES

28.1 Notice given under the Contract shall be in writing, sent for the attention of the person named as the representative in the Contract Details, and shall be delivered either personally, or by pre-paid first-class post or other next working day delivery service to the address given for notices in the Contract Details, or sent by email to the email address given for notices in the Contract Details (or such other address or email address as the relevant party may notify to the other party). A notice is deemed to have been received if delivered by hand, at the time the notice is left at the proper address, if sent by first-class post or other next working day delivery service, at 9.00 am on the second working day after posting, or if sent by email, at 9.00 am on the next working day after transmission.

29 VARIATION

29.1 No variation of the Contract shall be effective unless it is in writing and signed by a duly authorised representative from each party.

30 ENTIRE AGREEMENT

30.1 The Contract contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. However, nothing in this clause shall operate to limit or exclude either party's liability for fraudulent misrepresentation.

31 ASSIGNMENT AND SUBCONTRACTING

31.1 The Fund may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Fund.

31.2 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Fund. If the Fund consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

32 GOVERNING LAW AND JURISDICTION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (a "Claim"), shall be governed by, and construed in accordance with, the laws of the England, and the parties agree irrevocably that any Claim shall be subject to the exclusive jurisdiction of the courts of England.

Signed by authorised representative of **[INSERT NAME OF SUPPLIER]**

Name:		Signature:	
Position:		Date:	