

# TERMS AND CONDITIONS:

## PURCHASING GOODS AND SERVICES

### 1. APPLICATION OF THESE CONDITIONS

- 1.1. Terms used in these terms and conditions are defined as set out in Condition 17.
- 1.2. These terms and conditions and the other Contract Documents make up the whole agreement between you and us and supersede any previous agreement between you and us relating to the same subject matter. No other term or condition submitted, proposed or stipulated by you will apply to the contract between you and us.
- 1.3. If there is any conflict or inconsistency among the Contract Documents the terms of some of the documents shall take priority over other documents. The descending order of importance is as follows: firstly the Order; secondly these terms and conditions; then the Supplier Code of Conduct.
- 1.4. Each Order by us to you shall be an offer to purchase Goods and Services, whether pursuant to a quotation from you or otherwise, and shall be subject to the Contract Documents, including these terms and conditions.
- 1.5. An Order may be withdrawn or amended by us at any time prior to acceptance by you. If you are unable to accept an Order, you shall notify us in writing promptly.
- 1.6. Acceptance of an Order by you shall occur when it is expressly accepted by you or where your conduct is, in our reasonable opinion, consistent with acceptance of the Order.

### 2. THE GOODS AND SERVICES

- 2.1. You will provide the Goods and Services to our reasonable satisfaction and you will act at all times in a diligent and professional manner. The Goods and Services must conform fully to the requirements set out in the Contract Documents.
- 2.2. You will provide the Goods and perform the Services on and by the dates set out in the Contract Documents and, where we specify time of delivery or performance in the Contract Documents, then time of such delivery or performance shall be of the essence of the Contract.
- 2.3. You will not incur any liability on our behalf nor enter into any contracts or agreements on our behalf without our prior approval in writing.
- 2.4. We may request a change to any of our requirements for the Goods or Services at any time. You will notify us in writing if such change will result in a price increase or decrease and we will agree the scope of, and charges for, such change with you in writing.

### SERVICES

- 2.5. You will only provide personnel to perform the Services who possess the appropriate experience, skills and qualifications necessary to perform the Services.
- 2.6. If key personnel are specified in the Contract Documents, you will ensure that those key

personnel carry out the Services and you will not make any change to such key personnel unless we have agreed (acting reasonably) to that change in writing.

2.7. Any personnel who require to access our sites to carry out requested work must adhere to our Code of Practice Ref ECOP 4.33 and complete our HS&E rules and Conditions for Contractors Policy SLG 8.1.4.2B. All Subcontractors must also complete a site induction. Copies of these Forms will be made available.

## **GOODS WARRANTY**

2.8. You warrant and undertake to us that the Goods will be of good construction, sound materials, satisfactory quality and free from defects in design, materials and workmanship, and will conform in all respects with any description contained in the Contract Documents and with any sample provided to us.

2.9. You guarantee that the Goods will continue to be free from defects for a period of 12 months from delivery (in accordance with Condition 3 below) and you will (at our option) fix any defect or replace any defective Goods at your expense within seven days of notification of the same.

2.10. In providing the Goods and Services, you will comply with all Applicable Law, rules and regulations relating to the packing, labelling and carriage of Goods.

## **3. DELIVERY, TITLE AND RISK**

3.1. You will deliver the Goods to the location and at the time specified in the Contract Documents unless we have agreed a change to our delivery requirements.

3.2. You will ensure that each delivery is accompanied by a delivery note which shows at least the relevant purchase order number given to you by us, date of delivery and details of the number of packages and contents.

3.3. Following delivery we will inspect the Goods within a reasonable time and notify you of any defective or missing items.

3.4. If there are defective or missing Goods or Services then we may, at our option, (i) permit you at your cost to repair or deliver the missing Goods or re-perform the Services within a specified time; (ii) require you at your cost to replace such defective Goods within a specified time; or (iii) refuse to pay for such defective or missing Goods or Services. You will uplift defective Goods at your expense.

3.5. If Goods are delivered in excess of the quantity ordered, we will not be bound to pay for such excess and such excess Goods will be uplifted by you at your expense.

3.6. Ownership of the Goods and risk in the Goods will transfer to us when the Goods are delivered (and off-loaded) in accordance with the Contract and we have signed a delivery note acknowledging safe receipt of them.

## **4. PRICE AND PAYMENT**

4.1. The price for the Goods and/or Services shall be as stated in the Contract Documents and shall be deemed to be inclusive of any and all VAT and/or other applicable taxes, all expenses and charges.

4.2. No increase to the price may be made without our prior written consent.

4.3. If you supply the Goods and Services to our reasonable satisfaction, you may invoice us for the applicable price and we will pay valid, undisputed invoices 30 days from receipt.

4.4. We may set off any amount owing at any time from you to us against the price of the Goods or Services payable by us to you.

4.5. We will pay interest on any amount properly due at 4 per cent per annum above the base lending rate of the Royal Bank of Scotland plc from time to time.

## 5. INTELLECTUAL PROPERTY

5.1. You hereby grant us a perpetual, irrevocable, worldwide, royalty free, non-exclusive licence (with the right to grant sub-licences) to use the Background IP for the purpose of using and receiving the Goods, Services and Foreground IP.

5.2. By accepting our Order, in accordance with Condition 1.6 you hereby assign to us all right, title and interest in the Foreground IP with effect from their creation.

5.3. You will, if we ask and at no additional charge to us, sign any document and do anything that we require to transfer ownership of the Foreground IP to us.

5.4. You may make a written request to use the Foreground IP. We will respond in writing within 30 days, and if we agree to your request, you will be granted a non-exclusive, worldwide, personal, non-sub licensable, royalty free licence of the Foreground IP from the date of our agreement for a duration that we may agree with you from time to time. We may amend this licence at our discretion.

5.5. We recognise that, in some cases, the Services that you are providing may involve access to your proprietary databases. If that access is all of the Services that you are providing under the Contract, then Conditions 5.1 to 5.4 shall not apply to such databases. You hereby grant to us a non-exclusive licence, with the ability to sub-license, to access, copy and use the databases referred to in the Contract Documents and the information and data within those databases for the purpose of using and receiving the Services in accordance with the Contract Documents.

5.6. You warrant to us that neither the Background IP, nor the information, data nor databases referred to in Condition 5.5 above nor the Foreground IP, nor any use of any of them will infringe the Intellectual Property Rights of any third party.

## 6. ANTI-BRIBERY, ANTI-SLAVERY AND ANTI-TAX EVASION FACILITATION AND SUPPLIER CODE OF CONDUCT

### 6.1. ANTI-BRIBERY

6.1.1. For the purposes of this Condition 6.1, the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

6.1.2. Each party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to prevent bribery and ensure that:

- all of that party's personnel;
- all others associated with that party; and

- all of that party's subcontractors; involved in performing the Contract so comply.

6.1.3. Without limitation to Condition 6.1.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

6.1.4 You shall immediately notify us as soon as you become aware of a breach or possible breach of any of the requirements in this Condition 6.1.

## 6.2. ANTI-SLAVERY

6.2.1. You undertake, warrant and represent that:

- neither you, nor any of your officers, employees, agents or sub-contractors have: (a) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); (b) been notified that you are subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (c) are aware of any circumstances within your supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- you shall comply with the Modern Slavery Act 2015;
- you have implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 in your business and supply chain, and those of your officers, employees, agents or subcontractors, which will be made available to the us on request at any time throughout the Contract; and
- you shall notify us immediately in writing if you become aware or have reason to believe that you, or any of your officers, employees, agents or sub-contractors have breached or potentially breached any of your obligations under Condition 6.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of your obligations.

## 6.3. ANTI-TAX EVASION FACILITATION

6.3.1. You shall:

- not engage in any activity, practice or conduct which would constitute either: (a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or (b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- promptly report to us any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Contract;
- ensure that all persons associated with you or other persons who are performing services in connection with this Contract comply with this Condition 6.3; and
- within one month of the date of signature of the Contract, and annually thereafter, certify to us in writing compliance with this Condition 6.3 by you and all persons associated with you or other persons who are performing services in connection with this Contract. You shall provide such supporting evidence of compliance as we may reasonably request.

6.4. You shall comply with the obligations contained in the Supplier Code of Conduct, except

where the obligations conflict or are inconsistent with the obligations set out in these terms in conditions in which case the obligations contained in these terms and conditions shall prevail.

6.5. You shall be required to sign and return a copy of the Supplier Code of Conduct when we first place an order with you, and periodically when it is updated from time to time.

6.6. Any breach of this Condition 6 by you shall be deemed a material breach of the Contract that is not remediable and shall entitle us to immediately terminate the Contract by notice under Condition 8.2.

## 7. TERMINATION

7.1. We will advise you if we think you have breached any of your obligations or warranties under this Contract. If such a breach of contract is capable of remedy, we will give you an opportunity to remedy it to our satisfaction within 20 days.

7.2. If the breach cannot be remedied or if you fail to do so within the 20 days, we may terminate the Contract in whole or in part immediately by written notice.

7.3. If you believe that we have failed to pay a valid undisputed invoice for sums properly due under the Contract, you should notify us in writing. We will have 20 days from receiving such notification to assess your claim and make payment if appropriate. If we have not paid your valid undisputed invoice for sums properly due within 30 days of when we receive your written notification asking us to do so, you may terminate the Contract by written notice to us.

7.4. We may terminate the Contract immediately, in whole or in part, at any time, by written notice if:-

- 7.4.1. you stop carrying on all or a significant part of your business, or indicate that you intend to do so;
- 7.4.2. you become the subject to a company voluntary arrangement under the Insolvency Act 1986;
- 7.4.3. you have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income;
- 7.4.4. you have a resolution passed for your winding up;
- 7.4.5. you have a petition presented to any court for your winding up or an application is made for an administration order, or any winding-up or administration order is made against you;
- 7.4.6. you have a freezing order made against you;
- 7.4.7. you enter into any form of insolvency or bankruptcy proceedings or if we believe that you are unable to pay, or if you cease to pay, your debts as they fall due; or
- 7.4.8. you, as a result of any act or omission, in our sole opinion, cause damage or risk to our reputation.

7.5. We may also terminate the Contract in the event of a failure by you to comply in the performance of the Contract with legal obligations in the fields of environmental, social and employment law.

7.6. The term of the Contract shall be the term set out in the Contract Documents (and where no term is set out therein, as reasonably determined by us and notified to you in writing), but we may terminate the Contract, in whole or in part, at any time by giving you at least 30 days' notice in writing.

## 8. CONSEQUENCES OF TERMINATION

8.1. On termination or expiry of the Contract you will provide us with a report on the work you have carried out under the Contract. We will pay you on a pro rata basis for work that you have completed in accordance with the Contract unless we have terminated the Contract under Conditions 7.2, 7.4, or 7.5, and we will have no further loss or liability to you.

8.2. On termination or expiry of the Contract you will stop using and destroy any confidential information of ours which you hold whether in paper or electronic form.

8.3. On termination or expiry of the Contract you will assist us with any handover to another supplier if we so request (acting reasonably) and at no extra charge to us.

8.4. On termination or expiry of the Contract, any licences granted under it shall cease and the licensee shall return any licensed material or Intellectual Property Rights to the licensor.

8.5. Any provisions which expressly or by implication are intended to survive termination of this Contract will continue in force beyond termination, expiry or the grant of a court order which renders all or part of the Contract ineffective.

## 9. LIABILITY, LOSS AND INSURANCE

9.1. Subject always to Condition 9.2, and except in relation to Condition 9.3, for which your liability shall be unlimited, the aggregate liability of each party under this Contract for any breach of the terms of this Contract, or otherwise in relation to the subject matter of this Contract (including without limitation that arising from negligence, delict, tort or otherwise) shall in no event exceed 125% of the price payable for Goods and/or Services pursuant to the Contract.

9.2. Neither party excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or any loss or corruption of data.

9.3. You will indemnify us for the amount of any loss, costs and expenses which we incur as a result of any infringement of a third party's Intellectual Property Rights caused by our use of your Background IP or the Foreground IP, or any damage to property or injury or death caused by you in the supply of the Goods and/or Services.

9.4. You will have in place at all times during the term of the Contract and for a period of 5 years after the end of the Contract insurance with a reputable insurance company at an adequate level of cover in respect of all risks which may be incurred under the Contract. Such insurance must include cover in respect of any financial loss arising from any advice given or omitted to be given by you. You will show us evidence of such insurance when we request it.

9.5. If you are an individual you will, if we ask, provide us with evidence of your self-employed status. We are entitled to assume that you are self-employed, and you will make sure that we do not have to bear the cost of paying the Inland Revenue or any other Government Department any tax, national insurance or similar payments on the basis that you are not self-employed.

## 10. CONFIDENTIAL INFORMATION, FREEDOM OF INFORMATION AND DATA PROTECTION

### CONFIDENTIAL INFORMATION

10.1. Unless we agree otherwise, all information which you obtain from us or which becomes known to you in connection with the Contract must be kept secret and only used by you to perform your obligations under the Contract. This does not apply to information which is already known to the public or which you are obligated to disclose by law.

10.2. We do not expect that you will have to disclose your confidential information to us, however if there is specific information which you consider to be confidential, please notify us in writing and mark it as confidential and we will not use or disclose such information that we accept (acting reasonably) is confidential. This does not apply to information which is already known to the public or which we are obligated to disclose by law.

### DATA PROTECTION

10.3. We and you each agree to comply with the applicable requirements of Data Protection Law to the extent that they apply to our respective activities under the Contract.

10.4. Subject to Condition 10.5 we and you each agree that, for the purposes of Data Protection Law, any processing of Data shall be on a data controller to data controller basis.

10.5. Where we and you agree in the Contract Documents or otherwise in writing that you will process personal data on our behalf as a data processor, the following provisions of this Condition 10.5 through to 10.12 shall apply.

10.6. To the extent that you are a data processor, you shall:

10.6.1. process the Data only to the extent, and in such a manner, as is necessary for the Purpose, subject to and in accordance with our express written instructions from time to time.

10.6.2. except to the extent that you are required by law to retain any copies of any Data, upon the expiry or termination of the Contract you will deliver to us or destroy and/or permanently delete from your information technology systems all copies of any Data in your possession;

10.6.3 implement appropriate technical and organisational measures including the security measures set out in the Contract Documents or otherwise agreed by us with you in writing (the "Security Measures"), appropriate to the risks of processing the Data under the Contract against unauthorised or unlawful processing of the Data, and against accidental loss or destruction of or damage to the Data, to ensure compliance with Data Protection Law;

10.6.4 keep such records and information as are necessary to demonstrate compliance with Data Protection Law in relation to the processing of Data under the Contract by both you and us (so far as possible) and promptly provide such records and information to us on request;

10.6.5 permit us (or any auditor appointed by us) or any supervisory authority to have access to your premises, personnel and records, on reasonable notice, for verifying compliance with Data Protection Law and the requirements of this Condition 10;

10.6.6 assist us to the extent reasonably required in responding to any relevant Data

Subject Request and in ensuring compliance with our obligations under Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.6.7. not transfer any of the Data outside the United Kingdom, unless you have obtained our prior written consent and the following conditions have been fulfilled:  
appropriate safeguards are in place in relation to the transfer;  
the Data Subject has enforceable rights and effective legal remedies;  
you are providing an adequate level of protection to any Data transferred in accordance with Data protection Law; and  
you comply with our reasonable instructions notified to you in advance with respect to the processing of the Data;

10.6.8. ensure that the Data is processed only by employees, contractors or other personnel that are subject to an appropriate duty of confidentiality.

10.7. Notwithstanding the terms of the Contract, you may not:

10.7.1. sub-contract the performance of any of your obligations under this Condition 10 (or otherwise authorise any third party to process the Data on your behalf); nor

10.7.2. sub-license the exercise of any of your rights under this Condition 10; nor

10.7.3. assign or otherwise transfer (as applicable) your rights and obligations under this Condition 10,

in each case whether in whole or in part, without our prior written consent, which consent we may give or withhold in our entire discretion and, where given, be given subject to conditions.

10.8. You will promptly (and, in any event, no later than 12 hours after becoming aware of the breach or suspected breach) inform us in writing of any breach or suspected breach of any of your obligations in Condition 10.6.3 or of any other unauthorised or unlawful processing of any of the Data or any other loss or destruction of or damage to any of the Data ("Incident"). Such notification shall contain (at a minimum) such information as is required for us to discharge our responsibilities under Data Protection Law in relation to such Incident. You shall thereafter promptly (i) provide us with all such information as we request in connection with such Incident; (ii) take such steps as we require you to take to mitigate the detrimental effects of any such Incident on any of the Data Subjects and/or on us; and (iii) otherwise cooperate with us in investigating and dealing with such Incident and its consequences.

10.9. You shall indemnify us and keep us indemnified against any losses, costs, damages, awards of compensation, any monetary penalty notices or administrative fines for breach of Data Protection Law and/or expenses (including legal fees and expenses) suffered, incurred by us, or awarded, levied or imposed against us, as a result of any breach by you of its obligations under this Condition 10. Any limitations or exclusions of liability in the Contract shall not apply to this indemnity.

10.10. You shall comply with your obligations under this Condition 10 at your own cost and expense.



## DATA SECURITY

10.11. Conditions 10.11 to 10.17 apply in relation to all data handled by you in the performance of your obligations under this Contract.

10.12. You will comply with and you will ensure that sub-contractors comply with our security requirements and you will complete any applicable contractor onsite forms notified to you by us before being allowed on any of our sites. You will also confirm your vetting of all personnel whose role may involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant Security Measures. You confirm that all personnel employed or engaged by you or any sub-contractor were and will be vetted and recruited on a basis that is equivalent to and no less strict than those procedures and policies. If we believe that any personnel pose any security risk we may refuse entry to our premises and, if requested, you will cease using such personnel to deliver any Services.

10.13. You will not delete or remove any proprietary notices contained within or relating to our data.

10.14. You will ensure that any system on which you hold any of our data is a secure system that complies with our security policy. To the extent that our data is held and/or processed by you, you shall supply that data to us as requested by us and in the format specified by us. If we ask, you will perform secure back-ups of our data and shall ensure that up-to-date back-ups are stored off-site. You will ensure that such back-ups are available to us at all times and are delivered to us on request.

10.15. You will preserve the integrity of our data and prevent the corruption or loss of our data. If at any time you suspect or have reason to believe that our data has or may become corrupted, lost or degraded in any way, then you shall notify us immediately.

10.16. If our data is corrupted, lost or degraded as a result of any act or omission by you or any of your sub-contractors' personnel, we may require you, at your expense, (i) to restore or procure the restoration of our data and you shall do so as soon as practicable; and/or (ii) to restore or procure the restoration of our data ourselves, and you will repay us any reasonable expenses incurred in doing so.

10.17. You will on an ongoing basis use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and delete malicious software from your systems. If malicious software is found on any systems, you will co-operate with us to reduce the effect of the malicious software and assist us to mitigate any losses and to restore our data and systems and the Services to their desired operating efficiency. If the malicious software originates from your or any of your sub-contractors' systems then you will repay us all costs incurred by us in taking the aforementioned action.

## 11. CESSATION OF SERVICES

11.1. If you or any of your sub-contractors cease to provide any of the Services and by operation of TUPE any of your or their employees transfer or claim to transfer to us (whether by operation of TUPE or otherwise), then you shall pay us the amount of (i) any losses which we incur arising out of their employment with you or your sub-contractor as the case may be or its termination prior to the date of the transfer to us and/or (ii) any unsuccessful or erroneous claim by such employees that they have or should have transferred to us.

## 12. GENERAL

12.1. No failure or delay by you or us to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that, or of any other right or remedy.

12.2. No variation of the Contract will be effective unless it is in writing and signed by both your and our authorised representatives.

12.3. If any provision of the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal, ineffective or unenforceable, or is suspended or the subject of an equivalent order, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract and you and we shall each use reasonable endeavours in good faith to modify the Contract so that the intent of the Contract can be legally carried out. We will have no liability to you for any losses, costs or expenses incurred as a result of the court or other authority's decision that the Contract or any provision or part of any provision of the Contract is invalid, illegal, ineffective or unenforceable or is to be suspended, reduced, set aside or amended or the subject of an equivalent order, other than those specified in the court order or decision and which we are required to implement.

12.4. Any rights and remedies provided under the Contract are in addition to, and not instead of, any other rights or remedies provided under the Contract or provided by law.

## 13. PUBLICITY

You must agree with us in advance any press release or public intimation about the Services that you make. We may make reference publicly to the Contract and to your provision of Goods and/or Services.

## 14. NOTICES

14.1. Any notice given under the Contract shall be in writing and be given by hand or sent by first class recorded delivery post. Notices shall be sent to the addresses shown in the Contract Documents. Either party can change its address for notices by telling the other in writing.

14.2. If sent to the correct address, notices shall be deemed given two business days after the date of posting. A business day is a day when we are open for business.

## 15. GENERAL WARRANTY

You warrant and represent that:

1. you shall ensure the Contract is executed by a duly authorised signatory on your behalf;
2. you have all consents, licences and authorisations necessary to deliver the Goods and perform the Services; and
3. Goods will be provided and Services will be performed in accordance with Applicable Law.

## 16. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the law of Scotland and you and we agree that any court action relating to the Contract will take place exclusively in the courts in Scotland.

## 17. DEFINITIONS

In these terms and conditions certain words and phrases have defined meanings as set out below:

**“Applicable Law”**

means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

**“Background IP”**

means all Intellectual Property Rights owned by you and in existence prior to you first providing the Goods or Services to us;

**“Bribery Laws”**

means the Bribery Act 2010 and all Applicable Law in connection with bribery or anti-corruptions and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;

**“Contract”**

means the contract for the supply of the Goods and/or Services made up of the Contract Documents and concluded between you and us;

**“Contract Documents”**

means the Order, these terms and conditions, and the Supplier Code of Conduct;

**“Data”**

means the personal data being processed by either you or us pursuant to the terms of the Contract and (where Condition 11.5 applies) identified in the Contract Documents;

**“Data Protection Law”**

means any Applicable Law relating to data protection and the processing of personal data from time to time under to the Contract, including:

- (a) the Data Protection Act 2018;
- (b) the General Data Protection Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of part of the United Kingdom from time to time);
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and

- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and
- (e) all guidance, guidelines and codes of practice issued by any relevant supervisory authority relating to such Data Protection Laws (in each case, whether or not legal binding).

**“Data Subject”**

means an individual who is the subject of any of the Data. Where Condition 11.8 applies the categories of data subjects are as detailed in the Contract Documents;

**“Data Subject Request”**

means a written request made to us/received by us on behalf of a Data Subject to exercise any rights conferred by Data Protection Law;

**“Foreground IP”**

means all Intellectual Property Rights arising as a direct result of your provision of the Goods or Services to us;

**“Goods”**

means the goods detailed in the Contract Documents which are to be supplied to us under the Contract;

**“Intellectual Property Right”**

means any patent, trade mark (registered or unregistered), registered design, unregistered design right, copyright, database right, domain name, invention, know how or other similar right;

**“Order”**

means the instruction for Goods or Services to the Supplier on our officially headed purchase order form;

**“Purpose”**

means the purpose or purposes for which the Data is to be processed as detailed in the Contract Documents;

**“Services”**

means the services detailed in the Contract Documents which are to be supplied to us under the Contract;

**“Supplier” or “you”**

means you, the party to whom the Contract Award Letter is addressed;

**“Supplier Code of Conduct”**

means the Company’s supplier code of conduct policy made available to the Supplier in accordance with these terms and conditions, and as updated from time to time; and

**“TUPE”**

means The Transfer of Undertakings (Protection of Employment) Regulations 2006 SI 2006/246 as amended, re-enacted or extended from time to time.