

Basis of Contract

- 1.1 Unless the Supplier has entered into a separately negotiated agreement signed by an authorised representative for and on behalf of G4S, these Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Purchase Order constitutes an offer by G4S to purchase the Goods and/or Services in accordance with these Terms
- 1.3 The Purchase Order shall be deemed to be accepted on the earlier of:
 - 1.3.1 the Supplier issuing a written acceptance or online acceptance of the Purchase Order; and
 - 1.3.2 the Supplier doing any act consistent with fulfilling the Purchase Order.

at which point the Contract shall come into existence.
- 1.4 The Supplier waives any right it may otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms.

2. Interpretation

- 2.1 The following expressions will have the meanings given below:

"Confidential Information" means information which relates to G4S or a G4S Affiliate's administrative, business, financial, technical or operational arrangements or of any information of a secret or proprietary nature.

"Contract" means the contract between G4S and the Supplier which comprises the Purchase Order, these Terms and any documents specified in the Purchase Order.

"COSHH" means Control of Substances Hazardous to Health.

"Customer" means a customer of G4S or any G4S Affiliate.

Deliverables: all documents, advice, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"Delivery Date" the date for delivery of the Goods specified in the Purchase Order, or, if none is specified, within a reasonable time from the date of the Purchase Order.

"G4S" means the G4S company on whose behalf the Purchase Order is issued.

"G4S Affiliate" means any subsidiary undertaking or holding company of G4S and any subsidiary undertaking of a holding company of G4S.

"G4S Materials" means all documents, information, items, materials, equipment, tools, drawings, specifications and data in any form (whether owned by G4S or a third party), which are provided by G4S to the Supplier in connection with the Services.

"Goods" means the goods (if any) which are set out in the Purchase Order.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Location" means the address referred to in the Purchase Order for the delivery of the Goods and/or the provision of the Services.

"Purchase Order" means the order for the Goods or Services issued by G4S to the Supplier or any purchase by G4S from the Supplier using a purchase card or G4S credit card from the Supplier or any purchase using a suitably authorised purchase card issued by the Supplier to G4S;.

"Services" means the services (if any) which are set out in the Purchase Order.

"Specification" means the description, performance requirements, duties and other matters relating to the Goods or the Services referred to in or attached to the Purchase Order, as the same may be amended by written agreement between the parties.

"Supplier" means the person, firm or company set out as the supplier under the Purchase Order.

"Terms" means the terms and conditions set out in this document.

- 2.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

3. Supply of Goods and/or Services

- 3.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract provide the Services to G4S in accordance with the terms of the Contract.

- 3.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that G4S notified to the Supplier. Time is of

- the essence in relation to any of those performance dates.
- 3.3 In performing the Services, the Supplier shall:
- 3.3.1 perform the Services with best care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;
- 3.3.2 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;
- 3.3.3 where requested by G4S, have the Supplier's personnel who provide the Services vetted in accordance with G4S's vetting requirements;
- 3.3.4 provide and maintain all equipment, tools and vehicles and such other items as required to provide the Services at the Supplier's cost;
- 3.3.5 carry the risk of loss, damage or theft for all equipment, tools and vehicles and such other items as required to provide the Services;
- 3.3.6 hold all G4S Materials in safe custody at its own risk, and in good condition until returned to G4S, and not dispose or use the G4S Materials other than in accordance with G4S's written instructions or authorisations ;
- 3.3.7 not do or omit to do anything which may cause G4S to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business and the Supplier acknowledges that G4S may rely on or act on any advice and/or the Services provided]; and
- 3.3.8 observe all health and safety rules and regulations, codes of conduct, site policies and any other security requirements that apply at any of the G4S's premises;
- 3.4 The Supplier shall ensure that the Goods shall:
- 3.4.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
- 3.4.2 where there are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- 3.4.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.5 The Supplier shall ensure that the Goods and/or Services and Deliverables shall conform with all descriptions and specifications set out in the Specification and the Goods and/or Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by G4S expressly or by implication, and in this respect G4S relies on the Supplier's skill and judgement.
- 3.6 The Goods and/or Services shall comply with the relevant standards set by the British Standards Institution for the supply and installation at the time of performance.
- 3.7 The Goods and/or Services supplied must also comply with the implied conditions, warranties and terms contained in the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, related statutes and any statutory re-enactment(s) or modification(s) thereof.
- 3.8 **Modern Slavery and Corporate Social Responsibility (CSR)**
- 3.8.1 In performing its obligations under the Contract, the Supplier:
- (a) shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015;
- (b) shall implement due diligence procedures for its subcontractors and suppliers to ensure there is no slavery or human trafficking within its supply chain;
- (c) represents and warrants that it has not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking;
- (d) shall notify G4S as soon as it becomes aware of (a) any breach, or potential breach of clause 3.8.1(a) or (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract; and
- (e) shall maintain a complete set of records to trace the supply chain for all Goods and Services in connection with this Contract; and permit G4S to inspect the Supplier's premises,

	records, and to meet Supplier's personnel to audit the Supplier's compliance with its obligations under clause 3.8	3.10	IR35	Purchase Order Contract as the case may be).
3.8.2	The Supplier agrees that it will (i) at its own costs complete an assessment with a third party Corporate Social Responsibility ("CSR") provider as nominated by G4S (ii) ensure that for the duration of the contract assessments are completed as requested by either the CSR provider or G4S annually at its own cost (iii) will immediately upon request provide G4S with a copy of the report or permission to obtain the report from the CSR provider and/or any other such documentation in order for G4S to satisfy itself that the Supplier has complied with its obligations under this clause (iv) the Supplier will take such measures to complete any corrective action plan issued by either the CSR provider or G4S within the time frames as agreed between the parties	3.10.1		This clause 3.10 shall apply in respect of any person who is not employed by and on the payroll of the Supplier or any agency, umbrella company or subcontractor of the Supplier (" IR35 Worker ").
		3.10.2		The Supplier shall use all reasonable endeavours to avoid engaging IR35 Workers for the provision of the Services.
		3.10.3		Subject to clause 3.10.5, the Supplier shall as soon as reasonably practicable provide to G4S details of any IR35 Worker to whom clauses 3.10.4 to 3.10.10 may apply and shall indemnify G4S, G4S Affiliates and the Customer in full in respect of any Taxes, liability, deduction, contribution, assessment, claim, damages, losses, penalty, fine or interest and all reasonable costs and expenses, suffered or incurred as a result of any failure by the Supplier to do so.
3.8.3	In the event, the Supplier has registered with an alternative third party CSR provider, G4S will in its sole discretion either accept or reject such a report. If G4S rejects such a report, the Supplier will complete an assessment in accordance with clause 3.8.2.	3.10.4		The Supplier shall in respect of each IR35 Worker:
		(a)		ascertain whether an IR35 status determination statement is required;
		(b)		notify G4S of any IR35 status determination statement so required at least five (5) Business Days before the first day on which the IR35 Worker will perform any Services;
		(c)		provide all such assistance and information as G4S may require to determine whether the arrangements for the provision of the IR35 Worker fall within IR35 (including in the determination of any appeal) and to otherwise comply with its obligations pursuant to IR35; and
		(d)		promptly provide to the IR35 Worker (or their intermediary, as applicable) a copy of any IR35 status determination issued by G4S.
3.9	Preventing Tax Evasion	3.10.5		The Supplier shall maintain records of any IR35 Worker to whom Clauses 3.10.4 to 3.10.10 apply, including records of any payment or benefit provided to or for the benefit of the IR35 Worker, copies of all status
3.9.1	The Supplier shall (and shall procure that its associated persons shall) not engage in any activity, practice or conduct which would constitute either a UK tax evasion offence or facilitation offence or a foreign tax evasion offence or facilitation offence, including for the purposes of the Criminal Finances Act 2017 ("CFA 2017"), and shall have and maintain throughout the duration of this Framework Agreement (and all Purchase Order Contracts) such policies and procedures as are reasonable to ensure that it complies with all applicable tax laws and to prevent the facilitation of tax evasion by another person, as required by CFA 2017.			
3.9.2	The Supplier shall on demand provide to G4S details of the reasonable prevention measures it has taken to prevent the commission of tax offences including an offence pursuant to CFA 2017 and shall promptly report to G4S any request or demand from a third party to facilitate the evasion of tax in connection with the performance of this Framework Agreement (or any			

- determination statements and any correspondence relating thereto and the Supplier shall provide copies of such records to G4S on demand. Such records shall be retained by the Supplier, after termination or expiration of the Contract, for a period of no less than seven (7) years or to the extent required by applicable law if longer.
- 3.10.6 If the Supplier receives any communication from an IR35 Worker or their intermediary which constitutes an appeal against or disagreement with a status determination statement issued by G4S, the Supplier shall promptly pass to G4S copies of all such correspondence and any supplementary evidence and shall provide G4S with all such assistance as G4S may require to properly and promptly respond to the appeal.
- 3.10.7 The Supplier shall use all reasonable endeavours to comply with its own obligations pursuant to IR35 and shall procure that the IR35 Worker and any other intermediary so complies.
- 3.10.8 If G4S determines that the arrangements for the provision of services provided by any IR35 Worker will fall within the scope of IR35, then:
- (a) if G4S (or the Customer) is the fee payer for IR35 purposes, G4S shall deduct from payments made to the Supplier all Tax and any interest and penalties payable in connection with the application of IR35 to such arrangements (the "**IR35 Liability**") and shall (or shall procure the Customer) account properly to HMRC for any Tax so deducted; and
 - (b) if the fee payer for IR35 purposes is the Supplier or any person other than G4S or the Customer, the Supplier shall, or shall procure that the relevant fee payer shall, properly and promptly pay and account to HMRC for all Tax required to be paid pursuant to IR35 in connection therewith.
- 3.10.9 If G4S determines that the arrangements for the provision of services by any IR35 Worker do not fall within the scope of IR35, G4S shall make payments to the Supplier without deduction of Tax, save that if G4S or HMRC at any time, whether following an enquiry or PAYE audit or otherwise, determine that IR35 applies and G4S (or the Customer) is required to account for Tax accordingly, G4S may at its option deduct from any
- payment due to the Supplier an amount equal to any IR35 Liability relating thereto.
- 3.10.10 To the extent that G4S has not deducted the IR35 Liability in full from payments made to the Supplier, the Supplier shall pay to G4S on demand a sum equal to any IR35 Liability not so deducted.
- 3.11 Breach of any provision of clauses of 3.8 to 3.10 will be deemed a material breach of the Contract.
- 3.12 The Supplier shall (at no additional cost to G4S) at all times carry out and provide the Services in compliance with:
- 3.12.1 all applicable laws, regulations, immigration laws, regulatory policies, guidelines or industry codes which may apply from time to time and ensure that it has and maintains all the licences, permissions, authorisations, consents, permits that it needs in the performance of its obligations under the Contract; and
 - 3.12.2 without prejudice to the generality of clause 3.12.1:
 - (a) where Services include the supply of personnel, all legal, regulatory, and other obligations as employer or otherwise, or arising from the performance of this agreement or the Services, and including but not limited to under the Employment Rights Act 1996, the Equality Act 2010, the Working Time Regulations 1998 (as amended), the Agency Workers Regulations 2010 SI 2010/93, the National Minimum Wage Act 1998, and the Health and Safety at Work Act 1974; and
 - (b) where Supplier is supplying Goods, and otherwise to the extent applicable, Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive) and Decision No 768/2008/EC of the European Parliament and of the Council of 9 July 2008 on a common framework for the marketing of products (CE Marking Regulations), and any

- similar regulations in any part of the world as may be applicable to the relevant supply.
- 3.13 The Supplier shall maintain such records as are necessary pursuant to such applicable laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by G4S (or its authorised representative).
- 4. Delivery, Title and Risk**
- 4.1 The Supplier shall be responsible for the cost of delivery, packaging, insurance, unloading, and adequate protection of all Goods delivered to the Location until completion in accordance with clause 4.4.
- 4.2 The Supplier shall ensure at its own cost that:
- 4.2.1 the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition;
- 4.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any) the type and quantity of the Goods (including the code number of the Goods, where applicable); and
- 4.2.3 on delivery of the Goods G4S is supplied:
- (a) with all operating and safety instructions and manuals and licences, that warning notices are clearly displayed and other information as may be necessary for their proper use and operation, maintenance and repair for G4S to accept delivery of the Goods; and
- (b) a list by name and description of any hazardous or harmful or potentially hazardous or harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. G4S will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any other relevant legislation.
- 4.3 The Supplier shall deliver the Goods:
- 4.3.1 on the Delivery Date;
- 4.3.2 at the Location; and
- 4.3.3 during the Location's normal business hours, or as instructed.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Location. Time is of the essence in relation to the Delivery Date.
- 4.5 G4S may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and such inspection or testing shall not reduce or otherwise affect the Supplier's obligations.
- 4.6 If following such inspection or testing G4S considers that the Goods do not conform or are likely to comply with the Supplier's undertakings at clause 3, G4S shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.7 Title and risk in the Goods shall pass to G4S on completion of delivery.
- 5. Price and Payment**
- 5.1 The price for the Goods and/or Services will be the price set out in the Purchase Order. The price is exclusive of value added tax and, unless otherwise agreed in writing, inclusive of the costs of all other taxes, duties, packaging, delivery and insurance. A change to the price is only effective if agreed by both parties in writing.
- 5.2 In order for a valid Purchase Order to be raised the Supplier must successfully register on the G4S supplier information database as applicable from time to time. The Supplier should email ukprocurement@uk.g4s.com for guidance and information on registering.
- 5.3 The Supplier shall invoice G4S after it has successfully supplied the Goods or Services, unless G4S has agreed different invoicing dates in the Purchase Order. The Supplier agrees to invoice G4S within thirty (30) days after it has the right to invoice under the terms of this clause 5.3. In no event may the Supplier submit invoices, or any corrections thereof, later than ninety (90) days after the date on which an invoice may first be submitted and such timely submission is a pre-condition to any G4S payment obligation.
- 5.4 If the Goods and/or Services have been supplied in accordance with the Contract, G4S shall pay the Supplier on the next G4S supplier payment date following the period of 60 calendar days from receipt of invoice.
- 5.5 If G4S, acting reasonably, considers that the Goods and/or Services were not supplied in accordance with the Contract, G4S is entitled to not pay the disputed amount until the matter is resolved between the parties. Both parties will act in good faith to try to resolve a dispute of this type.
- 5.6 If G4S does not pay an undisputed invoice in accordance with clause 5.4, G4S shall pay interest to the Supplier at the rate of 1 per cent per annum above the then current Bank of England base rate.
- 5.7 Entering into a Contract does not commit G4S to any minimum spend, volume commitments or

- confer on the Supplier any rights of exclusivity. G4S is free to purchase goods or services similar to those supplied by the Supplier from any other third party.
- 6. Remedies**
- 6.1 If the Goods and/or Services are not provided in accordance with the Contract, G4S shall, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods and/or Services, have one or more of the following rights:
- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Suppliers own risk and expense;
- 6.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.1.4 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 6.1.5 to recover from the Supplier any costs incurred by G4S in obtaining substitute goods and/or services from a third party;
- 6.1.6 to require a refund from the Supplier within 7 days from the date of giving written notice of any sums paid in advance for any Goods and/or Services that the Supplier has not provided; and
- 6.1.7 to claim damages for any additional costs, loss or expenses incurred by G4S which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 6.2 If the Goods are not delivered on the Delivery Date or the Services performed on the performance dates G4S may, at its option, claim or deduct 1.5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 20% of the total price of the Goods and/or Services. If G4S exercises its rights under this clause 6.2, it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' and/or Services' late delivery (but such remedies shall be available in respect of the Goods' and/or Services' condition). These Terms shall apply to any repaired or replacement Goods and/or substituted or remedial services provided by the Supplier.
- 6.3 G4S's rights and remedies under these Terms are in addition to its rights and remedies implied by statute and common law.
- 7. Liability**
- 7.1 The Supplier will be liable for any loss, damage, cost or expense that results from its breach of the Contract up to a maximum amount of the greater of (i) £5 million and (ii) 10 times the fees payable under the Purchase Order. Neither party will be liable for any indirect or consequential loss.
- 7.2 The Supplier will indemnify G4S for any liability, loss, liquidated damage, service credit or penalty that any G4S Affiliate incurs in relation (in any way) to a Customer contract as a result of a breach by the Supplier of the terms of the Contract.
- 7.3 The financial cap on liability in clause 7.1 will not apply to the Supplier in relation to (a) any breach by the Supplier of the confidentiality provisions (b) any breach by the Supplier of Schedule 1 (c) any dishonesty or wilful misconduct by the Supplier (d) clause 7.2 and (e) the intellectual property rights provisions in clause 8.
- 7.4 G4S's liability is limited to one times the fees payable under the Purchase Order.
- 7.5 No limitation of liability applies in respect of any fraud or death or personal injury caused by negligence.
- 8. Intellectual Property Rights**
- 8.1 If the Goods and/or Services are made to G4S's special order then G4S will own all Intellectual Property Rights in the Goods and/or Services and the Supplier will do all things necessary to transfer these rights.
- 8.2 In relation to any Deliverables G4S will own all Intellectual Property Rights in the Goods and/or Services and the Supplier will do all things necessary to transfer these rights.
- 8.3 If the Goods or Services are not made to G4S's special order then the Supplier will retain these Intellectual Property Rights and the Supplier grants G4S a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (at any time) the Goods and/or Services for G4S's business purposes.
- 8.4 The Supplier can only use the G4S name or logo in its marketing materials if G4S has agreed this in advance in writing.
- 8.5 The Supplier shall indemnify G4S in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by G4S as a result of or in connection with any claim brought against G4S for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use of supply of the Services and the Deliverables (excluding G4S Materials).
- 8.6 G4S, and any G4S Affiliate, may use the Goods and/or Services and also with any Customer as long as, in relation to use by a Customer, the use

- is related to a contract that G4S or a G4S Affiliate has entered into with that Customer.
- 9. Audit**
- 9.1 The Supplier shall (and shall ensure all its agents, subcontractors or other third parties) promptly make available to G4S (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's and G4S's compliance with their respective obligations under this Contract (including the Schedules and the Data Protection Laws), and allow for, permit and contribute to audits, including inspections, by G4S (or another auditor mandated by G4S) for this purpose at G4S's request from time to time. The Supplier shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two business days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
- 9.2 If the results of the audit reveal that G4S has been overcharged in relation to the Goods and/or Services then the Supplier will reimburse G4S immediately for the overcharged amounts.
- 9.3 The Supplier will maintain detailed quality control and manufacturing records for the period of at least 12 years from the date of delivery of the Goods.
- 10. Insurance**
- 10.1 The Supplier will, during the term of this Contract, maintain adequate insurance cover, which shall include but not be limited to professional indemnity insurance, product liability insurance, public liability insurance and employer's liability insurance, with a reputable insurer up to an amount of at least £5 million per incident to cover the Supplier's potential liability to G4S under the relevant the Contract and will provide, on G4S's request, an insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance on G4S's request.
- 10.2 The Supplier will be responsible for new works being installed or erected at G4S's or G4S's Customers' premises and will maintain adequate insurance to cover loss or damage to such works until completion of the Contract.
- 11. Confidential Information**
- 11.1 If G4S discloses any Confidential Information to the Supplier, the Supplier will not (i) use this information otherwise than for the purposes of providing the Goods and/or Services (ii) disclose it to anyone else unless required to do so by law.
- 11.2 If G4S asks the Supplier to do so, the Supplier will return any Confidential Information that exists in a physical form.
- 12. Additional Terms**
- 12.1 The parties agree that the following additional terms and conditions shall apply to the following in the following situations:
- 12.1.1 Schedule 1: shall apply where the Supplier, or any Sub-Processor (or such agent, subcontractor or other third party engaged by the Sub-Processor) carries out any processing activities in respect of any Personal Data (including any Special Category Data as defined in the General Data Protection Regulation (EU) 2016/679) received from G4S. For the purposes of this clause 12.1, a "Sub-Processor" is a person (including a legal entity) to whom the Supplier delegates processing activities.
- 12.1.2 Schedule 2: applicable where Services relate to projects covered by the Construction (Design and Management) Regulations 2015, the Conditions of Appointment in relation to Projects Covered by the Construction (Design and Management) Regulations 2015. Schedule 2 is available at <https://www.g4s.com/en-gb/who-we-are/our-suppliers>.
- 13. Work on Premises and Health and Safety**
- 13.1 The Supplier will advise G4S of any COSHH implications of the Goods and/or Services being provided.
- 13.2 Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be labelled and supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.
- 13.3 The Supplier will provide confirmation that a method statement/risk assessment has been completed, an authorisation form has been completed and a permit to work where required has been raised, signed off and issued prior to commencement of any work in relation to the Contract.
- 13.4 Where the Supplier is required to have in place or is a Supplier of a type that should be registered under a Safety Scheme in Procurement (SSIP), or similar and/or any other relevant assessment service (for example, SafeContractor, the Supplier:
- (i) will ensure that it holds a current valid registration certificate with the relevant SSIP and provide evidence of such registration prior to the commencement of the Services; and
- (ii) will ensure that such registration, membership and accreditation is renewed in a timely manner and in any event, is in place throughout the duration of the Contract and

- throughout delivery of Services at its own costs; and
- (iii) will provide the SSIP and the assessment service with up to date, accurate information, including details of its insurance and compliance with health and safety regulations; and
- (iv) will provide G4S with all such documentary evidence of registration, membership, accreditation immediately upon request.
- If the Supplier fails to comply with any of the provisions contained in clause 13.5 G4S may immediately terminate the Purchase Order or Contract.
- 14. Anti-Bribery and Code of Conduct**
- 14.1 The Supplier will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 and ensure compliance by any of the Supplier's sub-contractors.
- 14.2 The Supplier will ensure that it has read and complies with G4S's Supplier Code of Conduct, Human Rights Policy and Business Ethics Code, each of which is available at <https://www.g4s.com/en-gb/who-we-are/our-suppliers>
- 15. Waiver**
- 15.1 If G4S does not enforce or require strict performance by the Supplier of any part of the Contract this will not be regarded as a waiver.
- 16. Termination**
- 16.1 G4S may terminate the Purchase Order or the Contract for convenience at any time by giving the Supplier 30 days' written notice. If G4S is using the Services in relation to a contract with its Customer, and that contract is terminated, G4S may terminate the Purchase Order or the Contract with immediate effect by giving the Supplier notice.
- 16.2 G4S will pay the Supplier for all work that the Supplier has properly performed up to the termination date. No other charges (including early termination payments) are payable by G4S in relation to the Goods and/or the Services.
- 16.3 In addition, G4S may terminate the Purchase Order or the Contract by giving the Supplier written notice which will be effective immediately if the Supplier commits a material breach or persistent breaches of any of the terms and conditions of the Contract.
- 16.4 If either party becomes insolvent or has a receiver or liquidator appointed over any part of its business (apart from a bona fide reconstruction not involving insolvency), the other party may terminate the Purchase Order or Contract immediately by written notice.
- 16.5 On termination of the Contract, if requested by G4S, the Supplier will provide G4S with assistance to allow another supplier to provide the Goods and/or Services. A fee (to be agreed by the parties) will apply to this assistance other than where G4S has terminated following the Supplier's breach of the Contract.
- 17. Variation**
- G4S may supplement these Terms by notifying the Supplier of any additional terms that a G4S Affiliate is required to comply with under a Customer contract. Apart from the variation described in the previous sentence, any alterations or extensions to the Contract must be in writing and agreed by both parties.
- 18. Sub-Contracting and Assignment**
- 18.1 The Supplier will not, without G4S's prior written consent, appoint any sub-contractor or agent to carry out its obligations under the Contract.
- 18.2 The Supplier's rights and obligations under the Contract may not be assigned without G4S's prior written consent.
- 18.3 G4S may assign any of G4S's rights or obligations under the Contract to any G4S Affiliate or to any third party that acquires any part of G4S's business that uses the Goods and/or Services.
- 19. Severance**
- If any provision of the Contract is held by any competent authority to be unenforceable, the validity of the other provisions of the Contract will not be affected.
- 20. Entire Agreement**
- The Contract constitutes the whole agreement between the parties and supersedes all previous terms and discussions between the parties relating to its subject matter.
- 21. No Partnership or Agency**
- Nothing in the Contract is intended to create a partnership or joint venture. No party will have authority to act as agent for, or bind, the other party in any way.
- 22. Rights of Third Parties**
- All G4S Affiliates may use the Goods and/or Services provided and enforce G4S's rights under the Contract. Apart from G4S Affiliates, a person who is not a party to the Contract will not have any rights in connection with it.
- 23. Notices**
- Any notice given under the Contract will be in writing and addressed to the other party at its registered office or other address that has been notified to the other party.
- 24. Jurisdiction**
- The Contract will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1: Data Protection

1. Definitions

In this Schedule, "Controller", "data subject", "personal data", "personal data breach", "process", "processor" and "supervisory authority" shall for the purposes of this Data Protection Schedule have the meanings set out in the General Data Protection Regulation (Regulation (EU) 2016/679), and any other applicable Country legislation (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force from time to time and all other applicable laws and regulations, relevant industry codes of practice and guidance issued by the relevant Country authorities in relation to the processing of personal data ("GDPR"). References to Article numbers of the GDPR shall be deemed to include the equivalent provisions in the event the Article numbers in the legislation are changed from time to time.

2. Processing instructions and requirements

- 2.1.** In the event the Supplier processes personal data of G4S or the Client in connection with the Services, the Parties agree that, for the purposes of the GDPR and this Supplier Agreement, the Supplier shall be the processor of G4S.
- 2.2.** The Parties have set out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects in the table below (which may be updated by agreement of the Parties in writing from time to time):

Subject-matter of the processing	The performance of the Services
Duration of the processing	The term of this Supplier Agreement and for such further time as the Parties shall agree in writing.
Nature and purpose of the processing	As required for the performance of the Services
Type(s) of personal data	Name, contact details, email addresses as required for the performance of the Services
Categories of data subjects	Client information

- 2.3.** In relation to such processing, the Supplier shall:
- 2.3.1.** only process the personal data on documented instructions from G4S as set out in this Supplier Agreement or in writing from time to time;
- 2.3.2.** immediately inform G4S if, in its opinion, an instruction infringes the GDPR or other EU or EU Member State data protection provisions; and
- 2.3.3.** not make independent use of the personal data and only process the personal data to the extent, and in such a manner, as is necessary for the purposes of this Supplier Agreement.

3. Technical requirements

- 3.1.** In relation to such processing, the Supplier shall at its own cost:
- 3.1.1.** implement and maintain appropriate technical and organisational measures in relation to the processing so that the processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects and take all measures set out in Article 32 of the GDPR (security of processing) in relation to the personal data;
- 3.1.2.** implement and maintain appropriate technical and organisational measures in relation to the processing so as to enable G4S to comply with G4S's obligations to respond to requests for data subjects exercising their rights (including without limitation in respect of transparency, information, rights of data subject access, and rights to erasure and rectification);
- 3.1.3.** comply with the GDPR; and
- 3.1.4.** comply with the Client and G4S's policies notified from time to time.

4. Personnel and sub-processors

The Supplier shall at all times at its own cost:

- 4.1.** ensure the reliability of its employees, staff, other workers and agents and any subcontractors or agents who are engaged in the provision of the processing from time to time ("Supplier's Personnel") including by the provision of adequate training and ensure their compliance with the GDPR;
- 4.2.** ensure that all Supplier's Personnel who process the personal data:
- 4.2.1.** keep the personal data confidential;
- 4.2.2.** do not make independent use of the personal data; and

- 4.2.3. have committed to confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
- 4.2.4. notwithstanding any other provision of this Supplier Agreement, not engage any sub-processors or allow access to the personal data to any third Party without prior specific written authorisation of G4S;
- 4.2.5. inform G4S in advance of any proposed changes to sub-processors and allow G4S an opportunity to discuss and object; and
- 4.2.6. procure that any and all sub-processors are subject to terms equivalent to the terms of this contract including equivalent data protection and confidentiality obligations as those imposed on the Supplier.

5. Assistance

The Supplier shall at its own cost:

- 5.1. notify G4S within 24 hours if it receives a request from a data subject for access to that person's personal;
- 5.2. not respond to any requests from data subjects or third Parties without G4S's consent; and
- 5.3. provide such assistance, co-operation and information as G4S requires within timescales provided by G4S to enable G4S to ensure compliance with the GDPR including without limitation with respect to:
 - 5.3.1. security of processing
 - 5.3.2. data protection impact assessments;
 - 5.3.3. consultation with the supervisory authority; and
 - 5.3.4. any action to be taken in respect of personal data breaches..

6. Breach

The Supplier shall at its own cost in the event of a suspected or actual personal data breach or complaint:

- 6.1. notify G4S immediately and in any event within 4 hours of becoming aware;
- 6.2. immediately and in any event with within 4 hours of becoming aware provide G4S with all information, assistance and cooperation required by G4S to enable G4S to comply with the GDPR;
- 6.3. promptly undertake such actions as are required by G4S in order to remedy any defect or potential breach of the Supplier's obligations.

7. Deletion and records

The Supplier shall at its own cost:

- 7.1. at G4S's option either securely delete or return all the personal data to G4S promptly and in any event within 12 hours after the end of the provision of personal data processing services or termination of the Supplier Agreement and securely delete existing additional copies;
- 7.2. make available to G4S all information, assistance and cooperation required by G4S to demonstrate compliance with this Supplier Agreement and the GDPR and permit and contribute to audits, including inspections, conducted by G4S or an auditor appointed by G4S; and
- 7.3. maintain a written record of all categories of processing activities carried out on behalf of G4S, containing the information required by the GDPR, and make the record available to G4S upon request.

8. Transfers abroad

The Supplier shall not without the prior written consent of G4S disclose or transfer the personal data outside the country in which the Services are performed.

Schedule 2: CONDITIONS OF APPOINTMENT IN RELATION TO PROJECTS COVERED BY THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

Schedule 2, which is only applicable in the circumstances described in clause 12.1.2 above, is available at: <https://www.g4s.com/en-gb/who-we-are/our-suppliers>