Purchase Terms & Conditions v9

CG-F-49B

These Purchase Terms and Conditions (Goods & Services) applies to all companies under Churchill Contract Services Group Holdings Ltd to include the following subsidiaries and trading names:

- Churchill Contract Services (CCS)
- Amulet (Churchill Security Solutions) (AMU)
- Churchill Environmental Services (CES)
- Chequers Contract Services Ltd (CHE)
- JV Price Ltd (JVP)
- Gateway Environmental Ltd t/a Vantage (VAN)
- Accugrit Limited (ACC)

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1. Definitions and interpretation

1.1 In this Agreement, the following definitions shall apply:

Agreement:	means this agreement and any Schedule or annexure to it from time to time;
Business Day:	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Change of Control:	has the meaning given to it in section 1124 of the Corporation Tax Act 2010;
Churchill Policies:	means Churchill's policies and procedures, in force from time to time;
Commencement Date:	means the date this Agreement came into force as set out in the Contract Form;
Contract Form:	means the contract form as executed by Churchill and the Supply Chain Vendor and annexed to this Agreement;
Deemed Employment:	means the definition as set out in the IR35 Obligations;
Deliverables:	means all documents, products and materials developed by the Supply Chain Vendor and/or its agents, Supply Chain Vendors, suppliers, sub-Supply Chain Vendors and/or employees as part of or in relation to the Goods and/or Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
Losses:	means all damages, payments, losses, indebtedness, claims, actions, expenses, costs (including, without limitation, any reasonable and properly incurred legal or professional services costs), proceedings, demands and charges whether arising under statute, contract or at common law;
Goods:	means the goods (or any part of them), including without limitation any Deliverables, set out in the Contract Form;
Goods Specification:	means any specification for the Goods, including any related plans and drawings, that is agreed in writing by Churchill and the Supply Chain Vendor;
Group Company:	means and includes each and any subsidiary or holding company of Churchill and each and any subsidiary of a holding company of Churchill, and any reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
Indirect Losses:	means loss of profits and/or revenue, loss of production, loss of business, loss of business opportunity, any special loss or any claim for consequential loss or for indirect loss of any nature;
Intellectual Property Rights:	means any patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including, without limitation, know-how), 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;
Invoice Instructions:	means any written and/or verbal instructions provided by Churchill to the Supply Chain Vendor in relation to invoicing requirements that may be applicable from time to time;
IR35 Obligations:	means those obligations as set out in Chapter 10 of Part 2 Income Tax (Earnings and Pensions) Act 2003 and related regulations (commonly referred to as IR35 / off-payroll working;
Services:	means the services (or any part of them) provided to us by the Supply Chain Vendor, set out in the Contract Form;
Supply Chain Vendor:	generic term, which means the person or firm detailed in our workbill or memorandum of contract from whom we purchase good and/or services.

1.2 Clause, Schedule, annexure and paragraph headings are for ease of reference and shall not affect the interpretation or construction of this Agreement.

1.3 The Contract Form, any Schedule and any annexure form part of this Agreement and shall have full force and effect as if set out in full in the body of this Agreement and any reference to this Agreement shall include any Schedule, any annexure and the Contract Form. If any conflict exists between the terms and conditions of this Agreement and/or the Contract Form, the terms and conditions of the Contract Form shall prevail.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships. A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.5 A reference to a statute, statutory provision or statutory instrument is a reference to it as amended, extended or re-enacted from time to time and to any regulations made under it.

1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Introduction and scope

2.1 This Agreement is made between Churchill and the Supply Chain Vendor under which Churchill agrees to purchase the Goods and/or Services from the Supply Chain Vendor and the Supply Chain Vendor agrees to provide the Goods and/or Services in accordance with the terms and conditions of this Agreement as may be amended from time to time. No variation to these terms and conditions will form part of this Agreement unless made and accepted by Churchill in writing.

2.2 For the avoidance of doubt, any standard terms of the Supply Chain Vendor shall not apply unless any standard terms of the Supply Chain Vendor have been entered into and physically signed on behalf of Churchill by an authorised representative of Churchill (which shall mean only The Group General Counsel or the Procurement Director), and the Parties acknowledge that these terms and conditions will apply to the exclusion of any other terms or conditions contained in any other document and/or other communication (whether received prior to or subsequent to the issue of this Agreement) or which are implied by trade, custom, practice or course of dealing used by the Supply Chain Vendor, save where Churchill or the relevant Churchill group company (at its sole discretion) elects that an alternative set of standard Churchill Group terms applies. The provision of any order confirmation and/or acknowledgement and/or the provision of the Goods and/or Services shall constitute acceptance of the terms and conditions of this Agreement.

2.3 The benefit (subject to the burden) of an order placed by way of a Contract Form may be taken by any Group Company and these terms and conditions may be enforced by any of them, in each case either as principal or as the duly authorised agent for any of the other Group Companies. This is done to assist the effective processing and administration of each Contract Form and does not in any way affect the Supply Chain Vendor's rights.

2.4 The terms and conditions of this Agreement shall apply to the supply of both Goods and/or Services ("**Goods and/or Services**") in so far as they are applicable to the provision of such services.

2.5 Churchill values long-term, collaborative relationships with its suppliers. Both parties agree to act in good faith, communicate openly, and work together to resolve any issues that may arise during the term of this Agreement. Churchill is committed to fair and transparent business practices and welcomes supplier feedback to continuously improve our partnership.

3. Goods and/or Services

3.1 The Goods and/or Services shall be provided in the quantities, by the times and at the locations set out in the Contract Form or otherwise agreed with Churchill in writing and Churchill shall not be obliged to accept any incomplete delivery or any Work in excess of the amounts ordered.

3.2 The Supply Chain Vendor shall be the non-exclusive supplier of the Goods and/or Services to Churchill for the term of the Agreement.

3.3 Unless specifically provided for in the Contract Form, the Supply Chain Vendor shall ensure that the Goods and/or Services are fully compatible with Churchill's equipment and/or property.

3.4 The Supply Chain Vendor acknowledges that Churchill relies on the skill and judgment of the Supply Chain Vendor in the supply of the Goods and/or Services and the performance of its obligations under the Agreement.

3.5 The Supply Chain Vendor shall not depart from the Agreement unless the Supply Chain Vendor has obtained Churchill's written approval to do so. The Supply Chain Vendor shall make any reasonable amendments to the Goods and/or Services required by Churchill and, unless agreed in writing by Churchill, any such amendments shall not increase the Price. If Churchill requires an amendment to the Agreement that would result in a reduction in the Price, the Supply Chain Vendor shall notify Churchill of the resulting reduction in the Price and shall pass on the monetary value of any such sum, amount or any other benefit received directly to Churchill by way of a cost reduction under the Agreement or a cash payment to Churchill. The parties agree that Churchill may request from the Supply Chain Vendor written evidence assessing the reduction in the Price resulting from the amendment and/or showing how the reduction in the Price was calculated and that it was calculated on a fair and reasonable basis.

3.6 Where the Supply Chain Vendor is to provide formal progress reports to Churchill under the Agreement, the Supply Chain Vendor shall provide such reports at the times and in such form as may be specified by or as otherwise requested by Churchill. The submission and acceptance of progress reports shall not prejudice the rights of Churchill under any other provision of the Agreement.

3.7 The Supply Chain Vendor shall be deemed to have satisfied itself as regards the nature and extent of the Goods and/or Services, including but not limited to the time necessary to complete the Goods and/or Services, access to the location(s) where the Goods and/or Services are to be provided or performed, and the personnel and equipment necessary to provide or perform the Goods and/or Services.

3.8 The Supply Chain Vendor shall at all times in its performance of the Goods and/or Services, act in accordance with any relevant specification, law or regulatory requirement and shall supply, where relevant and appropriate, a certificate of conformance with any relevant specification confirming conformance with all appropriate regulatory approvals and health and safety requirements.

3.9 The Supply Chain Vendor shall at all times in its performance of the Goods and/or Services have regard to the good reputation of Churchill and shall use its best endeavors in performing the Goods and/or Services so as not to damage Churchill's reputation, goodwill and/or custom.

4. Provision of the Goods

4.1 The Supply Chain Vendor shall ensure that the Goods shall:

a) correspond with their description and any applicable Goods Specification set out in the Contract Form;
b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supply Chain Vendor or made known to the Supply Chain Vendor by Churchill, expressly or by implication, and in this respect Churchill relies on the Supply Chain Vendor's skill and judgment;
c) where applicable, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery; and

d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2 Unless otherwise stated in the Contract Form, where the Goods are to be delivered by the Supply Chain Vendor, the point of delivery shall be when the Goods are removed from the Supply Chain Vendor's transporting vehicle:

a) on the date specified in the Contract Form or, if no such date is specified, on the date agreed between Churchill and the Supply Chain Vendor;
b) during Churchill's normal hours of business on a Business Day, or as otherwise instructed in writing by Churchill;
c) at the location specified in the Contract Form or such other location as instructed in writing by Churchill before delivery, and the Supply Chain Vendor shall offload the Goods as directed by Churchill.

4.3 Where the Goods are to be collected by Churchill, the point of delivery shall be when the Goods are loaded onto Churchill's transporting vehicle.

4.4 Delivery will be deemed to be incomplete if the Supply Chain Vendor fails to provide Churchill with all the documentation or training necessary for the safe and proper operation or intended use of the Goods and Churchill shall have the right to inspect and test the Goods at any time before delivery.

4.5 The issue by Churchill of a receipt for the Goods shall not constitute any acknowledgment of the condition, quantity or nature of the Goods.

4.6 The Supply Chain Vendor must ensure all Goods are suitably packaged, marked in a proper manner and in accordance with any Churchill instructions, statutory requirements and any requirements of the carriers. Churchill shall not be obliged to return any packaging materials for any Goods whether or not they are accepted by Churchill.

4.7 If the Goods require the carrying out of tests, installation or training, delivery shall not be deemed to be complete until such tests have been passed, all Goods installed or training delivered to Churchill's unconditional satisfaction and the Supply Chain Vendor shall provide to Churchill upon request with copies of all test reports and all data discovered as a result of testing.

4.8 If Churchill installs any Goods supplied to it, the Supply Chain Vendor shall supply in advance of delivery a functional description of each part of the Goods, together with sufficient drawings and instructions to allow Churchill to install, operate and maintain the Goods including details of any special environmental controls required to ensure that the Goods and/or Services meet any relevant specification.

5. Provision of the Goods and/or Services

5.1 In providing the Services, the Supply Chain Vendor shall:

a) co-operate with Churchill in all matters relating to the Goods and/or Services, and comply with all instructions of Churchill;
b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supply Chain Vendor's industry, profession or trade;
c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supply Chain Vendor's obligations are fulfilled in accordance with this Agreement;
d) ensure that the Services and/or Deliverables will conform with all descriptions and specifications set out in the Contract Form, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supply Chain Vendor by Churchill;
e) provide all equipment, tools and vehicles and such other items as are required to provide the Goods and/or Services;

f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Goods and/or Services or transferred to Churchill, will be free from defects in workmanship, installation and design;
g) obtain and at all times maintain all necessary licenses and consents, and comply with all applicable laws and regulations; and
h) observe all health and safety rules and regulations and any other security requirements that apply at any of Churchill's or client's premises.

5.2 The Supply Chain Vendor shall ensure that at all times it has and maintains all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Goods and/or Services.

5.3 Where the Contract Form specifies the time of performance or delivery of the Goods and/or Services, time for such performance or delivery shall be of the essence.

5.4 The Supply Chain Vendor shall notify Churchill if any delivery or performance is likely to be delayed beyond the date specified in the Contract Form or, if no such date is specified in the Contract Form, beyond the date which had been agreed between Churchill and the Supply Chain Vendor. If the Contract Form provides for the payment of liquidated damages for delays in performance or delivery, then these shall apply. If not, then the provisions of Clause 5.5 shall apply.

5.5 Where Clause 5.3 applies and time is of the essence, failure by the Supply Chain Vendor to promptly notify Churchill of any likely delay shall entitle Churchill to terminate without liability all or any part of the order set out in the Contract Form. Churchill shall also be entitled to compensation for any Losses resulting from such failure and/or delay. Save where Clause 5.3 applies, if any delay which is promptly notified to Churchill does or is likely to exceed ten (10) days, Churchill shall be entitled to terminate without liability on its part all or any part of the order set out in the Contract Form and/or (unless the delay is due to Force Majeure (as set out in Clause 25 below)) to compensation for any resulting Losses.

5.6 In addition to any other right Churchill may have under this Agreement or any other contract between it and the Supply Chain Vendor, Churchill shall be entitled to postpone the date of delivery or performance for whatever period it thinks fit upon giving notice in writing to the Supply Chain Vendor. The Supply Chain Vendor shall not make any additional charges for providing or performing the Goods and/or Services where Churchill exercises this right, unless the Supply Chain Vendor can demonstrate to the reasonable satisfaction of Churchill, providing a written statement and supporting evidence, that such additional charges are unavoidable due to the proposed postponement. In such circumstances, Churchill shall be entitled to terminate the Agreement immediately without any liability whatsoever if it determines (at its sole discretion) that the increase in charges is not reasonable.

5.7 If the Goods and/or Services are delivered or performed in instalments, Churchill may treat the Agreement either as a single contract and not severable, or it may elect to terminate the whole of any unfulfilled part of the Agreement without any further liability to the Supply Chain Vendor.

5.8 The Supply Chain Vendor shall liaise with Churchill (and any third parties designated by Churchill) regularly and at such intervals as Churchill may request in connection with the Goods and/or Services. The Supply Chain Vendor shall provide Churchill's nominated representative(s) with access to observe performance of the Goods and/or Services at all key stages in their development.

5.9 If an inspection by Churchill at any time after delivery by the Supply Chain Vendor establishes that all or any part of the Goods and/or Services supplied does not comply with all the requirements of the Agreement, Churchill may (without limitation) reject the Goods and/or Services supplied, return it to the Supply Chain Vendor and require replacement or rectification, or require re-performance of the Goods and/or Services and in each case recover its Losses, costs and expenses from the Supply Chain Vendor.

5.10 Where the Supply Chain Vendor attends site to carry out the Goods and/or Services and is unable to gain access to the service area or to successfully complete the Goods and/or Services due to access restrictions or the acts

and/or omissions of authorised representatives of Churchill on site (a "**Wasted Journey**"), the Supply Chain Vendor undertakes and agrees to use its best endeavors to take all steps to contact an authorised representative of Churchill on site to gain access and/or resolve any on-site restrictions.

5.11 In the event of a Wasted Journey where the Supply Chain Vendor has been unable to successfully complete the Goods and/or Services, the Supply Chain Vendor shall only invoice Churchill for its reasonable charges incurred, which shall not exceed the Supply Chain Vendor's transport only charge.

5.12 The Supply Chain Vendor is not entitled to charge any Wasted Journey charge where the Supply Chain Vendor has attempted to attend a site outside of the service times agreed by Churchill in writing or where the Supply Chain Vendor is unable to demonstrate compliance with Clause 5.10. Where service times have not been specified by Churchill, the agreed service times shall be deemed to be 0900 to 1700 hours Monday to Friday (excluding public holidays).

5.13 The Supply Chain Vendor shall give Churchill not less than 30 days' written notice where it proposes to alter the scheduled service times agreed by Churchill or, where service times have not been specified, outside of the standard service times set out in Clause 5.12 above. Where the Supply Chain Vendor's revised service times will no longer satisfy the requirements of Churchill, Churchill reserves the right to terminate this Agreement in accordance with Clause 21.1.

5.14 Churchill shall be entitled to deduct from the Price or reclaim from the Supply Chain Vendor any reasonable costs associated with the procurement of any Replacement Services or any costs associated with the Goods and/or Services, which the Supply Chain Vendor has failed to provide in accordance with the terms of this Agreement. These costs will include, without limitation, any premium paid and/or transportation or delivery charges required to achieve the timeframe originally specified for the provision of the Goods and/or Services in this Agreement.

6. Hazardous goods

6.1 If any Goods and/or Services to be provided or performed under the Agreement involve the use of any hazardous substances or requires any special precautions to be taken to ensure safety in handling, transport, storage or use, the Supply Chain Vendor shall prior to delivery furnish Churchill with written details of the nature of those substances and the precautions to be taken and shall ensure that before dispatch appropriate instructions and warnings are clearly and prominently marked or securely attached to any containers into which they are packed.

6.2 In particular (but without limitation) the Supply Chain Vendor shall provide to Churchill in writing all such data, instructions and warnings as are required to comply with applicable legislation, including without limitation, relating to health and safety and shall indemnify Churchill against any and all liabilities, claims and expenses which may arise as a result of the Supply Chain Vendor's failure to do so.

7. Remedies

7.1 If the Supply Chain Vendor fails to complete the delivery or performance of any Goods and/or Services in accordance with this Agreement, for any reason other than Force Majeure, without prejudice to any other right and remedies it may have, Churchill shall be entitled to:

a) reject the Goods and/or Services (in whole or in part) whether or not title has passed and to return them to the Supply Chain Vendor at the Supply Chain Vendor's own risk and expense;
   require the Supply Chain Vendor to remedy such defect at its own cost within seven (7) days including without limitation to repair or replace any rejected Goods and/or Services (in which case the Supply Chain Vendor shall also be liable to Churchill for any costs arising out of any damage caused by the Supply Chain Vendor in remedying such defects and shall also provide free of charge any additional Goods and/or Services necessary to remedy the Goods and/or Services);
b) recover from the Supply Chain Vendor any costs incurred by Churchill in having such defects remedied;

c) cancel any Goods and/or Services which have not been delivered or provided by the date required and require a full refund of any part of the Price which has been paid; and/or

d) charge to the Supply Chain Vendor any additional costs, Losses or expenses which Churchill may incur due to the Supply Chain Vendor's failure to deliver or perform the correct Goods and/or Services in accordance with this Agreement and the Contract Form, including, but not limited to, any additional costs incurred by Churchill in obtaining any Replacement Services from a third party and any payments contractually due to third parties as a result of the Goods and/or Services not being so provided by the specified delivery date.

7.2 Clause 7.1 shall extend to any substituted or remedial services and/or repaired or replacement Goods and/or Services supplied by the Supply Chain Vendor.

7.3 Churchill's rights under this Agreement are in addition to its rights and remedies implied by statute and common law.

8. Ownership and risk

8.1 Subject to Clauses 8.2, 8.3 and 8.4, the risk and title in any Goods which form all or any part of the Goods and/or Services shall pass to Churchill when delivered and the time of delivery shall be determined in accordance with Clauses 4 and/or 5.

8.2 Risk of loss or damage to, and title in any Goods rejected by Churchill in accordance with this Agreement shall revert to the Supply Chain Vendor upon notification of that rejection by Churchill.

8.3 Any equipment and materials provided by the Supply Chain Vendor for the provision of the Goods and/or Services shall remain the property of the Supply Chain Vendor. Churchill will take all reasonable care of such equipment, but no liability is accepted for any loss or damage which is not proven to have directly been caused by the negligence or default of Churchill.

8.4 Churchill accepts no liability whatsoever for any equipment and/or materials provided by the Supply Chain Vendor, including for ordinary wear and tear, and the Supply Chain Vendor is expected to provide a replacement if the equipment or materials no longer meet any relevant standard that is expected.

8.5 Sub-contractors must allow Churchill to access their safety management system to perform an audit against industry standards, codes of conduct and legislative requirements. Such an audit will be at the sub-contractors own cost.

9. Price and payment

9.1 The price for the Goods and/or Services shall be as set out, described and/or calculated in or pursuant to the Contract Form and will be fixed unless the Contract Form provides otherwise (the "**Price**"). The Price shall be exclusive of VAT but inclusive of all other taxes, charges and expenses including packaging, shipping, carriage, insurance, testing and delivery of any Goods to the delivery address and any duties, imposts or levies.

9.2 The Price for any Goods and/or Services shall be the full and exclusive remuneration of the Supply Chain Vendor in respect of the performance of the Goods and/or Services and unless otherwise agreed in writing by Churchill, the Price shall include all costs and expenses of the Supply Chain Vendor directly or indirectly incurred in connection with the performance of the Goods and/or Services.

9.3 No increase to the Price may be made (whether on account of increased material, labour or transport costs, fluctuations in exchange rates, legislative or regulatory changes, or otherwise) without the prior written consent of Churchill. Churchill shall be entitled to any discount of prompt payment, bulk purchase or volume of purchase customarily granted by the Supply Chain Vendor, whether or not shown on its own terms and conditions of sale.

9.4 Unless specified otherwise in the Contract Form, the Supply Chain Vendor shall invoice Churchill at any time after the later of the due date for completion and/or delivery of the Goods and/or Services and the actual date of such completion and/or delivery. The invoice shall comply with the Invoice Instructions and shall state clearly that it is an invoice and include the contract reference number, the full name of the Churchill contracting legal entity, the period to which the Price relates, the date, the contact name at Churchill, a description of the Goods and/or Services to which the invoice relates, a valid Churchill purchase order number, the Supply Chain Vendor's name and registered company VAT number and such other information as Churchill may reasonably require. Any incomplete invoice will be invalid. For the avoidance of doubt, Churchill shall not be bound by a purchase order for a price other than as set out, described and/or calculated in or pursuant to the Contract Form and this Agreement. In the event of a conflict between the price set out in an invoice/purchase order and the Price set out, described and/or calculated in or pursuant to the Contract Form and this Agreement, the latter will prevail. The Supply Chain Vendor shall not be entitled to claim any adjustment to the Price arising from any error generated by Churchill in a purchase order.

9.5 In consideration of the supply of the Goods and/or Services by the Supply Chain Vendor, Churchill shall pay the invoiced amounts within sixty (60) days from the end of the month of receipt of the date of a correctly rendered invoice to a bank account nominated in writing by the Supply Chain Vendor.

9.6 Churchill shall not be obliged to pay and/or consider any invoice that:

a) does not comply with the Invoice Instructions;
b) exceeds a valid Churchill purchase order;
c) is not addressed to the correct Churchill contracting legal entity; and/or
d) does not quote a valid Churchill purchase order number or is received more than ninety (90) days after the Goods have been delivered and/or Services completed.

9.7 All invoices must be sent by email or post to the PO Box address stipulated by Churchill.

9.8 Unless the Contract Form provides otherwise, or where the invoice is disputed by Churchill, payment shall be made within sixty (60) days from the end of the month of receipt of the date of a correctly rendered invoice. Except with Churchill's prior written consent, the Supply Chain Vendor shall not factor or assign any invoice submitted to Churchill pursuant to this Agreement. Your entitlement to payment for the Goods and/or Services that you are supplying is contingent on Churchill receiving a corresponding payment from its client and Churchill's receipt of such corresponding payment from its client is a condition precedent to Churchill's obligation to make payment to you; you expressly assume the risk of client's non-payment and the price for the Goods and/or Services includes the risk. If you fail to invoice Churchill for any amount within 90 days after the month in which the Goods and/or Services were performed and/or delivered, you expressly waive any right you otherwise may have to payment for such amounts.

9.9 If Churchill has agreed to reimburse the Supply Chain Vendor for expenses incurred in the performance of the Services then the Supply Chain Vendor shall provide receipts or such other evidence as Churchill may require to support any claim for such expenses.

9.10 Without prejudice to any other right or remedy Churchill may have, Churchill reserves the right to set off any liability of Churchill and/or a Group Company to the Supply Chain Vendor, whether either liability is present or future, liquidated or unliquidated arising under this Agreement or any other agreement which may exist from time to time between them, against any liability of the Supply Chain Vendor to Churchill under this Agreement. All amounts due under this Agreement or against Churchill under any other agreement shall be paid by the Supply Chain Vendor to Churchill in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.11 Churchill shall deduct the cost of any Goods which are returned by Churchill or any Services rejected by Churchill from the next payment due to the Supply Chain Vendor. Where the return of any Goods or the rejection of any Services puts the Supply Chain Vendor into a debt position and Churchill is unable to deduct the balance from

a payment due, Churchill will issue a debit note and shall require settlement of the debit note by the Supply Chain Vendor within fourteen (14) days of the date of the debit note.

9.12 The Supply Chain Vendor shall not suspend the supply of the Goods and/or Services unless the Supply Chain Vendor is entitled to terminate the Agreement for failure to pay undisputed sums of money.

9.13 Interest shall be payable on any amount due and payable under this Agreement (including, without limitation, any rebate) which is not paid by the due date for its payment. Such interest shall accrue on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time and shall be calculated on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. This Clause 9.13 shall not apply to payments that the defaulting party disputes in good faith.

9.14 The Supply Chain Vendor shall keep and maintain complete, accurate and up to date records relating to the supply and performance of the Goods and/or Services and the operation of the Agreement, including without limitation, records of:

a) the Goods and/or Services provided and the supply and/or status of such Goods and/or Services;
b) any expenditure charged, paid and/or reimbursed;
c) any rebates, discounts or beneficial payment terms in place with the Supply Chain Vendor's sub-Supply Chain Vendors and/or suppliers (if any) which relate to the Goods and/or Services and/or the Agreement;
d) compliance with the Churchill Policies and Invoice Instructions; and
e) Safety documentation not limited to: Safe systems of work, Risk assessments, training/competence, accident reports. Records of which are to be retained for a period of no less than 3 years.
f) any files, documents, correspondence, agreements, specifications, accounts, accounting records (including without limitation, all invoices, purchase orders, rebates, receipts for all charges and expenses) relating to the Goods and/or Services and/or the Agreement, and shall ensure that its suppliers (if any) retain the same such records relating to the Goods and/or Services and/or the Agreement.

9.15 The records referred to in Clauses 9.14 to 9.17 include records relevant to the Supply Chain Vendor's compliance with Clauses 16.12 to 16.17, including evidence of right-to-work checks, follow-up checks, work restrictions, notifications and subcontractor compliance. Access to or copies of personal data under those Clauses shall be limited to what is reasonably necessary, provided securely and handled in accordance with applicable data protection law and Clause 29.

9.16 The records referred to in Clause 9.14 shall be:

a) retained by the Supply Chain Vendor and/or suppliers (if any) throughout the duration of the Agreement and for at least six (6) years following the termination of the Agreement;
b) adequately protected against loss, corruption and/or damage by the Supply Chain Vendor and/or suppliers (if any); and
c) made available to Churchill and/or Churchill's employer(s) (if any) on twenty- four (24) hours' written notice.

9.17 The Supply Chain Vendor shall permit Churchill, its employer(s), its employees, nominated representatives, advisers and independent auditor to examine on twenty-four (24) hours' written notice and within normal working hours such records as are to be kept by the Supply Chain Vendor and/or suppliers (if any) under Clause 9.14 (including access to and inspection of electronically stored information relating to the Goods and/or Services and/or the Agreement) and any other documents in the possession of the Supply Chain Vendor and/or suppliers (if any) relating to the Agreement. Such examination shall be permitted at the offices of the Supply Chain Vendor or at such other places where the records may be kept. If a physical examination takes place the Supply Chain Vendor shall make available to Churchill an office suitable for at least three representatives of Churchill with adequate facilities, including, desks, chairs, personal computer and access to photocopiers and printers. The Supply Chain Vendor and/or suppliers (if any) shall permit Churchill, its employer(s), employees, nominated representatives, advisers and independent auditors to take copies of such records and shall promptly provide proper explanations to any questions raised relating to the contents of these records. The Supply Chain Vendor and/or suppliers (if any) shall afford Churchill such assistance as it shall reasonably require in order to understand the records. The Supply Chain Vendor shall promptly provide Churchill with remote and/or electronic access to all relevant records upon request,

and shall cooperate fully to facilitate such audits, including providing explanations and assistance as reasonably required.

9.18 The Supply Chain Vendor shall indemnify Churchill on a continuing basis against any liability, including, without limitation, interest, penalties, expenses or costs incurred, which is levied, demanded or assessed on Churchill at any time in respect of the Supply Chain Vendor's failure to account for or to pay any VAT relating to payments made to the Supply Chain Vendor under the Agreement. Any amounts due under this Clause 9.18 shall be paid by the Supply Chain Vendor to Churchill not less than five (5) days before the date upon which the tax or other liability is payable by Churchill.

9.19 Where Churchill, in its sole discretion, deems IR35 and/or Off-Payroll Working rules ("**IR35 Obligations**") may apply in relation to the provision of the Goods and/or Services under this Agreement, the Supply Chain Vendor will promptly provide information and documents reasonably requested by Churchill in order to comply with its IR35 Obligations. The Supply Chain Vendor shall notify Churchill immediately of any material changes to this information.

9.20 If Churchill determines, in its sole discretion, (or HMRC determines) that the provision of Goods and/or Services is a Deemed Employment, the terms of Schedule 1 to this Agreement shall apply and Churchill may:

a) amend the terms of this Agreement (including payment mechanisms) to comply with the IR35 Obligations;
b) deduct and account from the Price for employment taxes and National Insurance payments; and/or
c) terminate this Agreement under Clause 21.1 (g).

9.21 As between Churchill and the Supply Chain Vendor, the Supply Chain Vendor is responsible for the payment to HMRC of any and all taxes of its employees (including but not limited to, where applicable, National Insurance, income tax via PAYE and any other social security benefits that may be applicable). The Supply Chain Vendor shall fully indemnify and hold harmless Churchill from and against all claims, liabilities, damages, Losses, and expenses (including reasonable legal fees) by HMRC, arising out of or in connection with (a) any breach of this Agreement by the Supply Chain Vendor, (b) any claims by HMRC for any taxes, contributions, penalties, interest and reasonable costs Churchill incurs arising from the Supply Chain Vendors failure to comply with the IR35 Obligations, and (c) any other third-party claims resulting from your acts or omissions in relation to your failure to comply with IR35 Obligations. This indemnity shall not be subject to any liability cap or exclusions except those required by law.

10. Continuous improvements

10.1 The Supply Chain Vendor undertakes to use its best endeavors to adopt a policy of continuous improvement throughout the term of the Agreement in relation to the Goods and/or Services, pursuant to which it shall regularly review the Goods and/or Services to:

a) improve the quality, scope and efficiency of the Goods and/or Services; and
b) reduce the Price, any charges and Churchill's costs, without adversely affecting the Goods and/or Services or any standards or levels applicable to the Goods and/or Services.

10.2 Without prejudice to its other obligations under this Clause 10, if the Supply Chain Vendor or any of its suppliers develops or implements for any other customer any new technology or product feature in respect of Goods and/or Services similar to the Goods and/or Services, the Supply Chain Vendor shall promptly offer that new technology or product feature to Churchill. The Supply Chain Vendor shall notify Churchill of each such development or implementation in accordance with Clause 27.6.

11. Variations

11.1 The Supply Chain Vendor shall accept any reasonable variation to the specification for the Goods and/or Services requested by Churchill. The price shall be adjusted and agreed in writing by Churchill to reflect the variation having regard to the rates and prices used in the Agreement or, where these are not relevant, to what is fair and reasonable.

11.2 Neither party shall be bound by any variation to the Agreement unless and until it is confirmed in a variation to the Contract Form signed by an authorised representative of each party.

12. Intellectual property

12.1 In respect of the Goods and/or Services and any goods that are transferred to Churchill as part of the Goods and/or Services under this Agreement, including without limitation the Deliverables or any part of them, the Supply Chain Vendor warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Churchill, it will have full and unrestricted rights to sell and transfer all such items to Churchill.

12.2 The Supply Chain Vendor hereby assigns absolutely by way of present and (to the extent permissible by law) future assignment with full title guarantee and free from all third party rights and at no cost to Churchill, all Intellectual Property Rights which are created by the Supply Chain Vendor or on the Supply Chain Vendor's behalf throughout the term of the Agreement in the products of the Goods and/or Services, including without limitation the Deliverables.

12.3 The Supply Chain Vendor grants Churchill a non-exclusive, worldwide, perpetual, transferable, royalty-free license (including the ability to grant sub-licenses) in respect of all Intellectual Property Rights in the Goods and/or Services and which do not belong to Churchill under this Clause 12. The Supply Chain Vendor may use those Intellectual Property Rights only as properly and reasonably required in connection with the supply of the Goods and/or Services for Churchill.

12.4 The Supply Chain Vendor shall obtain all releases, waivers and authorisations throughout the world necessary for Churchill to make full and free use of the Goods and/or Services.

12.5 The Supply Chain Vendor shall, and shall procure that the Supply Chain Vendor's employees, consultants, agents and suppliers shall do all such further acts and things and execute any such documents as Churchill may require in order to secure the full benefit of the Agreement, including all rights, title and interest in and to the Intellectual Property Rights assigned to Churchill in accordance with this Clause 12 and to confirm those releases, waivers and authorisations referred to in Clause 12.4.

12.6 The Supply Chain Vendor shall not use or permit the use of any of the intellectual property belonging to Churchill (or Churchill's licensors), including without limitation logos or other Intellectual Property Rights without the prior written agreement of Churchill.

12.7 The Supply Chain Vendor will indemnify and hold Churchill harmless against any damages (including costs) that may be awarded or agreed to be paid in respect of any claim or action that any Goods and/or Services supplied by the Supply Chain Vendor infringes any intellectual property right of any third parties.

13. Warranties

The Supply Chain Vendor warrants that:

a) it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Supply Chain Vendor;
b) it owns or has obtained valid licenses, consents, permissions and rights to use, and where necessary to license to Churchill, any materials reasonably necessary for the fulfilment of all its obligations under this Agreement, including any third party licenses and consents in respect of any of the Goods and/or Services;
c) all of the Goods and/or Services supplied by it under the Agreement:

i. will be in full accordance with any specification set out in the Contract Form, purchase order or which Churchill may provide to the Supply Chain Vendor from time to time;

ii. will be provided in accordance with the required service levels or key performance indicators (if any) set out or referred to in the Contract Form, purchase order or which Churchill may provide to the Supply Chain Vendor from time to time;
iii. will not infringe any Intellectual Property Rights or other rights of any third party anywhere in the world;
iv. will be provided by appropriately qualified and trained personnel with all due skill, care and diligence and to such standards of quality and or/specifications stated in the Contract Form, purchase order or (if none are so stated) as is reasonable for Churchill to expect from the Supply Chain Vendor;
v. will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and will be fit for any purpose held out by the Supply Chain Vendor or made known to the Supply Chain Vendor by Churchill, expressly or by implication, prior to the date when the Contract Form is signed;
vi. where applicable, will be free from all defects in design, material and workmanship and will correspond with any samples provided; and
vii. will comply with all applicable statutory and regulatory requirements.

14. Compliance

14.1 In supplying the Goods and/or Services the Supply Chain Vendor shall, and shall procure that the Supply Chain Vendor's employees, consultants, agents and suppliers shall, comply with, all applicable laws (including but not limited to AI use, GDPR, health and safety, employment, equality, safeguarding, environmental matters, data protection, anti-bribery, anti-corruption, anti-tax evasion, anti-money laundering, modern slavery, sanctions, trade controls, fraud prevention and economic crime), standards, guidance, codes of practice (whether voluntary or mandatory), regulatory requirements or other regulations and with the Invoice Instructions and the Churchill Policies ("Applicable Laws"). In all cases the costs of compliance shall be borne by the Supply Chain Vendor and the Supply Chain Vendor hereby indemnifies Churchill against all Losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which Churchill may incur arising out of any breach by the Supply Chain Vendor of the provisions of this Clause 14 howsoever arising.

14.2 If the Supply Chain Vendor is not the manufacturer and if required by Churchill the Supply Chain Vendor shall assign the benefit of any warranty or guarantee given by the manufacturer or the Supply Chain Vendor's supplier relating to the Goods and/or Services.

14.3 Where any Goods and/or Services supplied under this Agreement are the subject of a guarantee and if within the relevant guarantee period Churchill gives notice in writing to the Supply Chain Vendor of any defect in the design, materials or workmanship of the Goods and/or Services (other than a design made, furnished or specified by Churchill for which the Supply Chain Vendor has in writing disclaimed responsibility), the Supply Chain Vendor shall, as soon as possible, replace or repair (at Churchill's sole option, acting reasonably) the relevant Goods and/or Services so as to remedy the defects without cost to Churchill, provided that Churchill shall, where practicable, within a reasonable period of time of discovery of any defect, return the defective Goods and/or Services or parts of them to the Supply Chain Vendor at the Supply Chain Vendor's risk and expense unless it has been agreed between the parties that the necessary replacement or repair shall be carried out by the Supply Chain Vendor on Churchill's premises.

14.4 Each Party shall comply with its obligations under the Equality Act 2010, the Worker Protection (Amendment of Equality Act 2010) Act 2023 (including the duty to take reasonable steps to prevent sexual harassment of workers) and any other Applicable Laws relating to the protection, welfare, safety and treatment of individuals in the workplace. Each Party shall maintain appropriate policies, procedures and training to support compliance with Applicable Laws and shall remain responsible for the acts and omissions of its employees, agents and subcontractors. The Parties shall reasonably cooperate and provide such information as may be reasonably required to support compliance with Applicable Laws.

14.5 Each Party warrants that, as at the Commencement Date, it is not aware of any sanctions, regulatory restriction, investigation or enforcement action that would prevent it from performing its obligations under this Agreement. Each Party shall promptly notify the other if it becomes aware of any actual or suspected breach of this clause or

any sanctions, regulatory investigation, enforcement action or restriction which may affect its ability to perform this Agreement.

14.6 The liabilities of the Supply Chain Vendor under this Clause 14 shall be in addition and without prejudice to any other rights or remedies of Churchill (whether arising in contract, tort, at common law, under statute or otherwise).

15. Further obligations

15.1 The Supply Chain Vendor shall:

a) access and read on a regular basis throughout the term of the Agreement (and will procure that its employees, agents and suppliers access and read on a regular basis throughout the term of the Agreement) the Churchill Policies, the Invoice Instructions and any policies applicable to the Supply Chain Vendor's industry as Churchill or the relevant industry body may update from time to time, to ensure that they are familiar with, up to date and aware of any changes or amendments to the Churchill Policies, Invoice Instructions and any anti-bribery policy which is applicable to this Agreement;

b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Applicable Laws, the Churchill Policies and the Invoice Instructions, and it will enforce them where appropriate;

c) notifies Churchill immediately if for any reason whatsoever it cannot access the Churchill Policies or Invoice Instructions;

d) promptly report to Churchill any request or demand for any undue financial or other advantage of any kind received by the Supply Chain Vendor in connection with the performance of this Agreement;

e) if requested by Churchill, within one month of the date of this Agreement and annually thereafter, certify to Churchill in writing signed by an officer of the Supply Chain Vendor, compliance with this Clause 15 and the Supply Chain Vendor shall provide such supporting evidence of compliance as Churchill may reasonably request; and

f) acknowledges and agrees that its obligations under this Agreement shall be construed on a "back-to-back" basis with the obligations imposed on Churchill under its contract with its customer. The Supply Chain Vendor agrees that it shall perform the services in a manner that enables Churchill to comply with its obligations to its customers.

For the avoidance of doubt, the Supply Chain Vendor and its employees, agents and suppliers are deemed to have accessed, read and complied with all Churchill Policies and the Invoice Instructions on a continuing basis throughout the term of the Agreement unless it has notified Churchill in writing that it is unable to do so before the commencement of this Agreement.

15.2 The Supply Chain Vendor shall ensure that any person associated with the Supply Chain Vendor who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supply Chain Vendor in this Clause 15 (the "**Relevant Terms**"). The Supply Chain Vendor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Churchill for any breach by such persons of any of the Relevant Terms.

15.3 Breach of this Clause 15 shall be deemed a material breach under Clause 21 and Churchill may terminate all or any part of the Agreement without any liability by notice to the Supply Chain Vendor.

16. Personnel

16.1 Churchill reserves the right to refuse access to any premises controlled by Churchill to any person employed by the Supply Chain Vendor whose admission would in the opinion of Churchill be undesirable.

16.2 If and when directed by Churchill the Supply Chain Vendor shall provide lists of the names and addresses of all persons who may at any time require permission to access any premises controlled by Churchill in connection with the performance of the Agreement. The Supply Chain Vendor shall also specify the capacities in which such employees are concerned with the Agreement and provide such other particulars as Churchill may reasonably require.

16.3 The decision of Churchill on whether any person is to be refused admission to any premises under its control and on whether the Supply Chain Vendor has complied with the obligations set out in Clause 16.2 shall be final and conclusive.

16.4 The Supply Chain Vendor shall be responsible for any income tax, national insurance contributions or other statutory payments in relation to any and all individuals employed or engaged in the provision of the Goods and/or Services from time to time (the "Employees") and will ensure that they are deducted and/or paid to the relevant authorities. The Supply Chain Vendor shall indemnify Churchill against all Losses arising out of any claim or assertion that any Employee is or was an employee, servant or worker of Churchill by reason of being engaged in the Goods and/or Services or arising out of any act or omission of the Supply Chain Vendor or any of the Supply Chain Vendor's employees or agents in relation to any Employee.

16.5 At any time during the continuance of the Agreement Churchill may require the Supply Chain Vendor to provide to Churchill (or any other person nominated by Churchill) within fourteen (14) days, such information as Churchill or Churchill's nominee may reasonably require in connection with the employment or engagement of the Employees. This Clause 16.5 is without prejudice to Clause 16.6 below.

16.6 The Parties agree that they do not anticipate that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 shall apply to this Agreement. The Supply Chain Vendor will use all reasonable endeavours to procure that there will be no transfer of employment of any of the Employees to Churchill or any person who provides services to Churchill (a "**Future Service Provider**") following the termination of the Agreement or the termination of the provision of any of the Goods and/or Services by the Supply Chain Vendor (directly or indirectly) and on or prior to any such termination the Supply Chain Vendor shall ensure that all Employees are redeployed elsewhere in the Supply Chain Vendor's business or are dismissed at the Supply Chain Vendor's expense.

16.7 The Supply Chain Vendor shall indemnify Churchill (for Churchill's benefit and that of any Future Service Provider) and hold Churchill harmless against all Losses incurred by Churchill and/or any Future Service Provider by virtue of the operation or alleged operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of the Agreement or termination of the provision of any of the Goods and/or Services (including any dismissal or alleged dismissal of any Employee by Churchill or a Future Service Provider).

16.8 The Supply Chain Vendor acknowledges that the Key Personnel of the Supply Chain Vendor listed or referred to in the Contract Form are essential to the proper provision of the Goods and/or Services to Churchill. The Key Personnel shall not be released from supplying the Goods and/or Services without Churchill's prior written agreement, except where this is unavoidable because of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

16.9 Any replacements to the Key Personnel shall be subject to Churchill's prior written agreement. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Goods and/or Services.

16.10 During the term of this Agreement and for twelve (12) months thereafter, the Supply Chain Vendor shall not solicit or employ any employee of Churchill's who has been involved in the performance of this Agreement without Churchill's prior written consent.

16.11 The Supply Chain Vendor shall complete and obtain any vetting requirements at its own cost, where Churchill requires its Supply Chain Vendor personnel to initiate these.

16.12 The Supply Chain Vendor shall ensure that every individual it engages, supplies or permits to perform any part of the Services in the United Kingdom, whether as an employee, worker, agency worker, individual subcontractor or otherwise, has and maintains the right to perform the work in question. Before that individual begins work, and whenever a follow-up check is required, the Supply Chain Vendor shall carry out the right-to-work checks applicable to its arrangement with that individual in accordance with applicable law and current Home Office guidance.

16.13 The Supply Chain Vendor shall not deploy an individual to perform any part of the Services where a required check has not been completed, the individual does not have permission to perform the work in question, or a restriction on that permission would be breached. It shall monitor time-limited permissions and work restrictions, complete required follow-up checks before the relevant deadline, and immediately remove an individual from the Services if their entitlement to perform the work ends or cannot be established.

16.14 The Supply Chain Vendor shall maintain accurate records sufficient to evidence the checks it has carried out. Before deployment, and subsequently on reasonable request, it shall provide Churchill with a personnel list and written confirmation of compliance for the individuals concerned, together with such evidence as Churchill reasonably requires to assess its own legal obligations. Information shall be provided securely, on a lawful basis and limited to what is reasonably necessary.

16.15 Where Churchill reasonably determines that it must carry out its own prescribed check in respect of an individual, the Supply Chain Vendor shall procure that individual's prompt cooperation and provide the information reasonably needed for Churchill to do so before deployment. The Supply Chain Vendor's checks, confirmations or records shall not be treated as discharging an obligation imposed by law on Churchill.

16.16 The Supply Chain Vendor shall notify Churchill immediately if it becomes aware of any actual or suspected illegal working, deficient or expired check, change to an individual's permission to work, or Home Office enquiry, investigation, notice or enforcement action relevant to the Goods and/or Services. It shall cooperate with Churchill's investigation, preserve relevant records and, at its own cost, provide a suitably qualified and lawfully deployable replacement where required by Churchill.

16.17 The Supply Chain Vendor shall impose equivalent obligations on each subcontractor or labour provider it uses for the Goods and/or Services and remain responsible to Churchill for their compliance. No subcontracting or use of an intermediary shall relieve either party of an obligation imposed on it by law.

17. Churchill property

17.1 Any property which is issued by or on behalf of Churchill to the Supply Chain Vendor in connection with the Agreement shall remain the property of Churchill and shall be used solely in connection with the Agreement and not for any other purpose without the prior written agreement of Churchill.

17.2 All Churchill property shall be deemed to be in good condition when received by or on behalf of the Supply Chain Vendor unless it notifies Churchill to the contrary within five (5) days of the date it receives such property. The Supply Chain Vendor shall return such property promptly to Churchill on the earlier of the completion of the Goods and/or Services or the termination of this Agreement and it shall be responsible for all loss or damage caused to such property from whatsoever cause.

17.3 The Supply Chain Vendor may be permitted to use accommodation provided by Churchill. Such accommodation shall be used purely for the purposes of providing the Goods and/or Services. Any such accommodation shall be kept clean and not damaged in any way. The Supply Chain Vendor shall also pay for any services made available to the accommodation and used by the Supply Chain Vendor, including but not limited to electricity, gas, water and telephone lines. The Supply Chain Vendor shall immediately vacate the accommodation when instructed to do so

by Churchill. The accommodation shall be left in a clean and tidy condition and in a state of repair equivalent to that it was in when the Supply Chain Vendor was initially given access and any costs incurred by Churchill in repairing the same shall be recoverable from the Supply Chain Vendor as a debt.

18. Indemnity

18.1 The Supply Chain Vendor shall indemnify Churchill fully from and against all Losses, claims, proceedings, demands, charges, actions, damages, costs, expenses and any other liabilities whatsoever suffered or incurred by Churchill and/or any Group Company (including any professional or legal expenses incurred) that may arise out of, or in connection with:

a) the performance or non-performance by the Supply Chain Vendor of its obligations under this Agreement or the presence of any Supply Chain Vendor or any staff on Churchill's premises;
b) any act or omission or negligence of the Supply Chain Vendor (including the Supply Chain Vendor's employees, consultants, agents and suppliers) in supplying, installing, testing, commissioning or performing the Goods and/or Services;
c) any breach of any warranty given by the Supply Chain Vendor in relation to the Goods and/or Services including but not limited to the warranties set out in Clause 13;
d) any liability Churchill might incur under the Consumer Protection Act 1987 or General Product Safety Regulations 2005 in respect of the Goods and/or Services or any other items in which the Goods and/or Services are incorporated; and
e) any liability to any third party arising in connection with the Goods and/or Services which Churchill may incur whether by court proceedings or by a bona fide out-of- court settlement.

18.2 The Supply Chain Vendor shall not be liable to Churchill for any damage or injury to the extent that the same is caused by or arises out of Churchill's negligent acts or omissions.

18.3 The Supply Chain Vendor shall be liable for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct breach of the Agreement by the Supply Chain Vendor.

18.4 Subject to Clause 18.2, the Supply Chain Vendor shall indemnify Churchill and the relevant Group Companies in full in respect of any Losses, remedial costs, third-party claims and civil penalties, to the extent lawfully recoverable, arising from the Supply Chain Vendor's or its subcontractors' breach of Clauses 16.12 to 16.17.

19. Insurance

19.1 The Supply Chain Vendor shall effect and maintain with a reputable insurance company of good repute the following policies of insurance providing cover consistent at least with the best industry practice of suppliers of Goods and/or Services of the type to be supplied by the Supply Chain Vendor to Churchill in amounts of not less than those stated below for any claim or series of related claims, for the period over which the Agreement is to be performed and for a minimum of six (6) years following expiration or earlier termination of the Agreement:

a) Employers liability insurance of not less than £5 million or the minimum level required by law;
b) Public liability insurance of not less than £5 million or the minimum level required by law;
c) Product liability insurance of not less than £5 million or the minimum level required by law; and
d) Professional indemnity insurance of not less than £2 million or the minimum level required by law.
e) Where Churchill and or clients require insurance levels in excess of the above to operate within the contract, the Supply Chain Vendor shall ensure that they agree to the client specific limits.

19.2 The Supply Chain Vendor shall promptly provide to Churchill copies of all insurance policies referred to in Clause 19 or a broker's verification of insurance to demonstrate that such insurances are in place, together with copies of receipts or other evidence of payment of the latest premiums due under those policies.

20. Limitation of liability

20.1 Nothing in this Agreement shall exclude or limit either party's liability for:

a) death or personal injury arising from that party's negligence;
b) fraud or fraudulent misrepresentation;
c) any other liability that cannot be limited or excluded by law; and/or
d) d. any liability under Clauses 18.1d.

20.2 Save as set out in Clause 20.1, Churchill's aggregate liability to the Supply Chain Vendor (whether in tort, including gross negligence, or for breach of contract or statutory duty or otherwise) under or in connection with this Agreement, shall be limited to the lesser of:

a) 100% of the price for the Goods and/or Services (including VAT) which have accrued during the previous 12 months; or
b) £100,000 (one hundred thousand pounds),

and Churchill shall not be liable in any circumstances for any Indirect Losses suffered or incurred by the Supply Chain Vendor under or in connection with this Agreement.

20.3 If Churchill's client imposes any financial penalties, service credits, liquidated damages, or any other liabilities on Churchill due to the Supplier Chain Vendor's acts, omissions, or failure to meet contractual obligations, the Supply Chain Vendor shall indemnify Churchill for the full amount of such penalties, credits, or liabilities, including any associated costs or Losses incurred.

20.4 The Supply Chain Vendor shall cooperate fully in investigating the cause and mitigating the impact of any such penalties imposed on Churchill under Clause 20.3.

21. Termination

21.1 Churchill may terminate all or any part of the Agreement without any liability immediately by notice to the Supply Chain Vendor in the following circumstances:

a) if the Supply Chain Vendor breaches any term of the Agreement, the Invoice Instructions or any Churchill Policy and (where in Churchill's reasonable opinion the breach can be remedied without any delay to the time for supply under Clauses 4 or 5) fails to remedy the breach by that time for performance or (if earlier) within five (5) days of Churchill so requiring;
b) the Supply Chain Vendor gives Churchill not less than thirty (30) days' written notice that it proposes to alter its scheduled service times which Churchill considers will no longer be appropriate;
c) in the performance of the Goods and/or Services, the Supply Chain Vendor has contravened Clause 3.8 and/or breaches any Applicable Law of the Agreement (including, but not limited to, any contravention of health and safety legislation);
d) if there is a Change of Control of the Supply Chain Vendor;
e) if the Supply Chain Vendor ceases to or threatens to cease to carry on business, the Supply Chain Vendor's financial position is such that either the Supply Chain Vendor, the Supply Chain Vendor's directors, members or creditors as appropriate take or are entitled to take steps to institute formal insolvency proceedings with respect to the Supply Chain Vendor of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including without limitation administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy, or if the Supply Chain Vendor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
f) if the Supply Chain Vendor offers or gives, or agrees to give, to any employee, agent or representative of Churchill any gift, inducement or consideration of any kind in connection with this Agreement or any other agreement with Churchill, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such other agreement;
g) if the Supply Chain Vendor becomes subject to sanctions, a regulatory restriction, investigation or enforcement action which materially affects its ability to perform its obligations under this Agreement;

h) the engagement is determined by us or HMRC to be Deemed Employment; or
i) if the Supply Chain Vendor has repeated or non-material failures, which will be deemed a material breach of this Agreement.

21.2 Without prejudice to any other right or remedy, where Churchill has reasonable grounds to believe that Clauses 16.12 to 16.17 have been breached by the Supply Chain Vendor, or that continued deployment of an individual may expose Churchill to illegal-working liability, Churchill may immediately (i) suspend that individual's access; (ii)require the Supply Chain Vendor to provide lawfully deployable replacement personnel; (iii) suspend the affected Goods and/or Services; and/or (iv) terminate the whole or the affected part of the Agreement by written notice without liability to Churchill.

21.3 Churchill may terminate this Agreement immediately if in its absolute discretion, the Supply Chain Vendor actions or omissions may adversely affect Churchill's reputation or regulatory compliance. Upon termination, the Supply Chain Vendor will cooperate fully and professionally to ensure a smooth transition to any new supplier, including the prompt transfer of all relevant information, records, and materials.

21.4 Without prejudice to its rights under Clause 21.1, Churchill shall have the right to terminate the Agreement at any time without liability on giving the Supply Chain Vendor not less than thirty (30) days' notice in writing or immediately if it's client terminates the contract with Churchill, Churchill shall endeavour to provide reasonable notice where possible, and/or this Agreement may be novated to Churchill's client (and in such circumstances the Supply Chain Vendor hereby consents to such novation).

21.5 On termination of the Agreement for any reason, the Supply Chain Vendor shall immediately deliver to Churchill all Deliverables whether complete or not, and return any materials, equipment, tools, drawings, specifications and data supplied by Churchill to the Supply Chain Vendor. Until they have been returned or delivered, the Supply Chain Vendor shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Agreement. If the Supply Chain Vendor fails to do so, then Churchill may pursue such rights and actions available to it in order to take possession of them.

21.6 Clauses 6.2, 9.10, 9.14 to 9.17 (inclusive), 12, 16.4, 16.7, 18 to 24 (inclusive) and 27 shall survive termination of this Agreement. Clauses 9.15, 16.12 to 16.17 and 29.11 shall also survive to the extent necessary for record retention, access, cooperation and accrued claims.

21.7 Notwithstanding the service of a notice to terminate this Agreement, the Supply Chain Vendor shall continue to fulfil its obligations under the Agreement until the date of expiry or termination of the Agreement.

21.8 If the Agreement is terminated for any reason all rights granted to the Supply Chain Vendor under this Agreement will immediately terminate.

21.9 The Supply Chain Vendor agrees that during the term of this Agreement and for a period of twelve (12) months following its termination or expiry (howsoever caused), it shall not, without the prior written consent of Churchill, directly or indirectly:

a) provide goods and/or Services that are substantially similar to the Goods and/or Services to any client or customer of Churchill with whom the Supply Chain Vendor had material contact or access to Confidential Information (as defined in Clause 24) during the term of this Agreement; or
b) solicit or accept business from any such client or customer within the United Kingdom or any other territory in which Churchill operates; or
c) engage in any activity that could reasonably be deemed to compete with Churchill's business operations or strategic interests.

If any provision of this Clause 21.9 is found to be invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remainder of the clause shall remain in full force and effect.

22. Transition to another Supply Chain Vendor

22.1 During the period of any termination notice pursuant to this Agreement, and in any case for a reasonable period, to be determined at the sole discretion of Churchill, thereafter, the Supply Chain Vendor shall act professionally and reasonably and co-operate fully with the transfer of responsibility for and knowledge of the Goods and/or Services to Churchill or to any new Supply Chain Vendor(s) of such services and/or goods the same or similar to the Goods and/or Services, and for the purposes of this Clause 22 the meaning of the term "co-operate" shall include, without limitation:

a) liaising with Churchill and/or any new Supply Chain Vendor(s), and providing reasonable assistance and advice concerning the Goods and/or Services and their transfer to Churchill or to such new Supply Chain Vendor(s);
b) allowing any new Supply Chain Vendor(s) access to its business, its records and documents relating to the Goods and/or Services (at reasonable times and on reasonable notice) but not so as to interfere with or impede the provision of the Goods and/or Services by the Supply Chain Vendor; and
c) providing to Churchill and/or to any new Supply Chain Vendor(s) all and any knowledge, information, stock, records or documentation concerning the Goods and/or Services which is reasonably required for the efficient transfer of responsibility for their performance but information which is commercially sensitive to the Supply Chain Vendor or subject to a legally binding confidentiality agreement shall not be provided (and for the purpose of this Clause 22, “commercially sensitive” shall mean information which would, if disclosed to a competitor of the Supply Chain Vendor, give that competitor a competitive advantage over the Supply Chain Vendor and thereby prejudice the business of the Supply Chain Vendor and shall not include any information relating to the employees of the Supply Chain Vendor.

22.2 The Supply Chain Vendor shall use all reasonable endeavors so as to facilitate the smooth transfer of responsibility for the Goods and/or Services to a new Supply Chain Vendor and/or Supply Chain Vendors and/or to Churchill (as the case may be) and the Supply Chain Vendor shall take no action at any time during the term of the Agreement or thereafter which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult any such transfer.

23. Dispute resolution

23.1 If any dispute arises in connection with the Agreement (a "**Dispute**"), an authorised representative of the Supply Chain Vendor and Churchill shall, within thirty (30) days of a written request from one party to the other, meet in good faith to resolve the Dispute.

23.2 If the Dispute remains unresolved:

a) Churchill may refer it to, and
b) the Supply Chain Vendor may request that it is referred to

mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure that is in force at the date of the referral. Unless otherwise agreed between the Supply Chain Vendor and Churchill, the mediator will be nominated by CEDR. To initiate the mediation either party may give notice in writing (the "**Mediation Notice**") to the other requesting a mediation. A copy of the request will be sent to CEDR. The mediation will start not later than sixty (60) days after the date of the Mediation Notice.

23.3 The following principles shall apply to the mediation:

a) unless the Supply Chain Vendor and Churchill otherwise agree, all negotiations connected with the Dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of either party in any future proceedings;
b) if the Supply Chain Vendor and Churchill reach agreement on the resolution of the Dispute, the agreement shall be recorded in writing and binding on them once it is signed by duly authorised representatives of both parties;
c) failing agreement, the Supply Chain Vendor and Churchill may invite the mediator to provide a non-binding but informative written opinion if the parties provide consent to this in writing. Such an opinion shall be

provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both parties.

23.4 If the Supply Chain Vendor requests a referral to mediation under clause 23.2 and Churchill denies this request, the Supply Chain Vendor may escalate the Dispute to a senior authorized representative of Churchill, being the Group General Counsel and/or Procurement Director, unless expressly provided otherwise, and if they fail to reach agreement after a period of 60 (sixty) days then either party shall be free to commence formal legal proceedings in the courts in relation to the Dispute. Nothing in this Clause 23.4 shall prevent a party seeking urgent relief from the courts where it considers this is necessary to protect its position.

24. Confidentiality

24.1 For the purposes of this Clause 24, "**Confidential Information**" means any information which has been designated as confidential by Churchill in writing or which because of its content ought to be considered as confidential (however it is conveyed or on whatever media it is stored), information the disclosure of which would, or would be likely to, prejudice the interests of Churchill, its trade secrets, Intellectual Property Rights or know-how and all personal data and sensitive data within the meaning of the General Data Protection Regulations 2016, but does not include any information:

a) which was public knowledge at the time of disclosure (otherwise than by breach of this Clause 24);
b) which was in the possession of the Supply Chain Vendor, without restriction on its disclosure, before receiving it from Churchill;
c) which is received from a third party (who lawfully acquired it) without restriction on its disclosure; or
d) is independently developed without access to the Confidential Information.

24.2 The Supply Chain Vendor shall:

a) treat all Confidential Information belonging to Churchill as confidential and shall use its best endeavours to prevent its employees, consultants, agents and suppliers from making any disclosure to any person of any such Confidential Information; and
b) not disclose any Confidential Information belonging to Churchill to any other person without the prior written consent of Churchill, except to such persons and to such extent as may be necessary for the performance of the Supply Chain Vendor's obligations under the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

24.3 The Supply Chain Vendor shall ensure that its employees, consultants, agents, suppliers and professional advisors are aware of the Supply Chain Vendor's confidentiality obligations under the Agreement and that they comply with them.

24.4 The Supply Chain Vendor must not use any Confidential Information it received from Churchill otherwise than for the purposes of the Agreement.

24.5 If the Supply Chain Vendor fails to comply with this Clause 24 Churchill reserves the right to terminate the Agreement with immediate effect by notice in writing.

24.6 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of Goods and/or Services under the Agreement, the Supply Chain Vendor undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.

24.7 Without prejudice to the preceding provisions of this Clause 24, the Supply Chain Vendor warrants and undertakes that it shall not (and shall ensure that its employees, consultants, agents and suppliers shall not) make, or permit any person to make, any statements or responses to public, media or official enquiries concerning this Agreement or the Goods and/or Services without the prior written consent of Churchill.

25. Force majeure

Churchill shall have no liability to the Supply Chain Vendor, or be deemed to be in breach of the Agreement, for delay in performing, or failure to perform, any of its obligations under this Agreement as a consequence of any of the following events, where the event is outside Churchill's reasonable control:

a) flood, storm, severe weather conditions or other natural events;
b) war, terrorist action, hostilities, revolution, riot or civil disorder;
c) any destruction, breakdown (permanent or temporary) or malfunction of, or damage to any premises, plant, equipment, materials (including any computer hardware or software or any records) unless by an act or omission of Churchill's employees, consultants, agents, suppliers or sub- Supply Chain Vendors;
d) the introduction of, or any amendment to, a law or regulation, or any change in the interpretation or application by any authority;
e) any strike, lockout or other industrial action;
f) any obstruction of any public or private highway or road or any event which prevents or obstructs access to the location;
g) any breach of contract or default by, or insolvency of, a third party (including an agent) other than a Group Company or an officer or employee of Churchill or of a Group Company; or
h) any other event outside Churchill's reasonable control, whether similar or not to any of the foregoing.

26. Assignment and sub-contracting

26.1 The Supply Chain Vendor shall not novate, assign, transfer, mortgage, charge, sub-contract or deal in any other manner with all or any of its rights, liabilities or obligations under the Agreement, whether in whole or in part, without first obtaining Churchill's prior written consent. Such consent, if granted shall not release the Supply Chain Vendor from any of its obligations and liabilities, which may exist under this Agreement from time to time.

26.2 Churchill may novate, assign, transfer, mortgage, charge, sub-contract or deal in any other manner with all or any of its rights, liabilities or obligations under the Agreement, whether in whole or in part, without obtaining the Supply Chain Vendor's written consent. The Supply Chain Vendor hereby consents to the same.

27. General

27.1 Churchill engages the Supply Chain Vendor as an independent Supply Chain Vendor. Nothing in this Agreement shall create a partnership or the relationship of principal and agent or employer and employee and you shall not hold yourself out as such.

27.2 The Supply Chain Vendor shall not and shall ensure that the Supply Chain Vendor's personnel shall not without the prior written consent of Churchill advertise or publicly announce that they are undertaking work for Churchill, nor make any public statement in respect of Churchill, or any of their directors, officers, employees, associates, agents, representatives, consultants or any of Churchill's or Churchill's business arrangements or any of the information obtained by the Supply Chain Vendor throughout the period of this Agreement.

27.3 Unless otherwise permitted by this Agreement, each party shall bear its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement and any documents referred to in it.

27.4 If any provision of this Agreement is found by any court or administrative body or competent jurisdiction to be or becomes invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

27.5 A waiver of Churchill's rights shall not operate as a waiver of any subsequent breach or default and shall only be effective if given in writing. No right, power or remedy conferred upon or reserved for either party is exclusive

of any other right, power or remedy available to that party and the rights, power or remedy available to that party and the rights, powers and remedies shall be cumulative.

27.6 All notices which are required to be given under the Agreement shall be in writing and shall be in respect of Churchill sent to the registered address of Churchill with a copy emailed to the Procurement Director at requestor.review@churchillservices.com and in respect of the Supply Chain Vendor to the address set out in the Contract Form or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause 27.6.

27.7 Notices may be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by hand when delivered and signed for, if by first class post to an address in the United Kingdom 48 hours after posting and if by first class post to an address elsewhere ninety-six (96) hours after posting. A notice required under this Agreement shall not be validly given if sent by email or fax.

27.8 The Agreement constitutes the entire understanding between Churchill and the Supply Chain Vendor and supersedes all previous agreements between the parties relating to its subject matter. The Supply Chain Vendor has not relied on any representation or promise except as expressly set out in this Agreement.

27.9 For the purposes of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that, save as set out in this Agreement, they do not intend any term of the Agreement to be enforced by third parties.

27.10 This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and, subject to Clause 23, the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

27.11 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

28. Safety

28.1 This agreement as signed for by the Supply Chain Vendor via the Churchill Declaration Form shall include the acknowledgement and agreement to work in line with the Churchill Policies.

28.2 The Churchill Policies issued to all Supply Chain Vendors and are also available on the company website.

29. Data Protection

29.1 The Parties shall comply with the provisions of the Data Protection Act 1998 (DPA), the General Data Protection Regulation (GDPR) and any other relevant data protection law in force so far as applicable to this Agreement and the Services and shall indemnify each other against all actions, costs, expenses claims, proceedings and demands which may be brought against the other Party for breach of statutory duty under these statutes which arises from the use disclosure or transfer of personal data by the other Party or its servants or agents.

For the purposes of this Clause 29, the terms "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Process**" and "**Processing**" shall have the meaning prescribed under the DPA and the GDPR.

29.2 Both Parties will duly observe all their obligations under the DPA, GDPR and any other relevant data protection law in force at the time which arise in connection with the Agreement/services undertaken.

29.3 Notwithstanding the general obligation in Clause 29.2, where the Supply Chain Vendor is processing Personal Data (as defined by the DPA and the GDPR) as a Data Processor for Churchill the Supply Chain Vendor shall:

a) process the Personal Data only in accordance with instructions from Churchill (which may be specific instructions or instructions of a general nature) as set out in this Agreement;

b) comply with all applicable Laws;

c) process the Personal Data only to the extent, and in such manner as is necessary for the provision of the Supply Chain Vendor's obligations under this Agreement or as is required by Law or any Regulatory Body;

d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected and should be sufficient to meet the general requirements of the GDPR and, in particular Article 32, and ensure the protection of the rights of the Data Subject.

e) take reasonable steps to ensure the reliability of its Staff and agents who may have access to the Personal Data

f) obtain prior written consent from the Churchill in order to transfer the Personal Data to any sub-contractor for the provision of the Services and to notify Churchill of any changes concerning the addition or replacement of a sub-contractor. Churchill reserves the right to object, on reasonable and justifiable grounds, to any changes in sub-contractor

g) not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Churchill;

h) ensure that all Staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 29;

i) ensure that none of the Staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by Churchill;

j) not disclose Personal Data to any third parties in any circumstances other than with the written consent of Churchill or in compliance with a legal obligation imposed upon Churchill.

29.4 The Supply Chain Vendor shall notify Churchill without undue delay if;

a) it receives a request from a Data Subject to have access to that person's Personal Data, or any other request from a Data Subject seeking to exercise any of their rights as a Data Subject; or

b) It receives a complaint or request relating to Churchill's obligations under the DPA, the GDPR or any other relevant data protection law in force at the time

c) It becomes aware of a Personal Data breach

29.5 The Supply Chain Vendor shall notify Churchill immediately on becoming aware of any actual or suspected data breach affecting Churchill's data, and shall cooperate fully with Churchill's investigation and remediation efforts.

29.6 The Supply Chain Vendor will co-operate with all reasonable requests from Churchill to assist it in complying with the requirements of the DPA, GDPR and any other data protection law in force in respect of the Personal Data processed by the Supply Chain Vendor on behalf of Churchill.

29.7 At the choice of Churchill the Supply Chain Vendor will return, or delete, all the Personal Data at the end of this Agreement

29.8 On request the Supply Chain Vendor will make available to Churchill any information reasonably required to demonstrate that the Supply Chain Vendor is compliant with the provisions of Clause 29. This includes, but is not limited to, complying with any inspections or audits requested by Churchill or by any authorised agent of the Churchill.

29.9 The Processor shall immediately inform Churchill's Data Protection Officer if, in its opinion, an instruction by the Churchill infringes the DPA, the GDPR or any other relevant data protection law in force at the time

29.10 The provisions of this Clause 29 shall apply during the Agreement Period and indefinitely after its expiry.

29.11 In relation to information supplied or accessed under Clauses 9.15 and 16.12 to 16.17, each Party shall comply with applicable data protection law, use the information only for lawful right-to-work compliance and related audit purposes, apply appropriate access controls and security measures, and retain it only for as long as required by law or reasonably necessary for those purposes. Nothing in this Clause 29 requires either Party to disclose more personal data than is reasonably necessary.

30. Modern Slavery and Human Rights

30.1 The Supply Chain Vendor warrants that neither it nor any of its sub-contractors or suppliers has been convicted of any offence involving slavery or human trafficking. The Supply Chain Vendor shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chain to ensure that there is no slavery or human trafficking in its supply chains. The Supply Chain Vendor shall notify Churchill immediately if it becomes aware of any actual or suspected slavery or human trafficking in its supply chain. Churchill reserves the right to undertake an audit at any time.

31. Anti-Facilitation of Tax Evasion

31.1 The Supply Chain Vendor shall not engage in any activity, practice or conduct which would constitute an offence under the Criminal Finances Act 2017 or any similar legislation. The Supply Chain Vendor shall have and maintain in place such policies and procedures as are reasonable to prevent the facilitation of tax evasion and shall promptly report to Churchill any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

32. Cyber Security & IT Standards

32.1 The Supply Chain Vendor shall implement and maintain appropriate technical and organisational measures to protect Churchill's data and systems, including but not limited to compliance with Churchill's IT security policies and any applicable industry standards such as ISO 27001 or Cyber Essentials. The Supply Chain Vendor shall notify Churchill promptly of any actual or suspected cyber security incident affecting Churchill's data or systems.

32.2 The Supply Chain Vendor shall disclose any use of Artificial Intelligence technologies in the performances of Services or creation of Deliverables under this Agreement. The Supply Chain Vendor shall not incorporate the use of Artificial Intelligence features without obtaining Churchill's prior written consent. The Supply Chain Vendor shall not use Churchill's data to train and or improve its AI models.

32.3 All data provided by Churchill and all Artificial Intelligence generated outputs shall be treated as Churchill's Confidential Information and the terms of Clause 24 shall apply.

33. Business Continuity and Disaster Recovery

33.1 The Supply Chain Vendor shall maintain and test business continuity and disaster recovery plans appropriate to the nature of the Goods and/or Services and, upon request, shall provide Churchill with evidence of such plans and the results of recent tests. The Supply Chain Vendor shall notify Churchill promptly of any event which may impact its ability to perform the Goods and/or Services and shall use reasonable endeavours to mitigate the effects of such event.

34. Ethical Sourcing and Environmental Standards

34.1 The Supply Chain Vendor shall comply with all applicable environmental laws and regulations and shall use reasonable endeavours to minimise the environmental impact of its operations. The Supply Chain Vendor shall, upon request, provide Churchill with information regarding its environmental policies and practices and shall work collaboratively with Churchill to improve environmental performance where possible.

34.2 The Supply Chain Vendor shall comply with Churchill Policies including in relation to the measure and reporting of its organizational greenhouse gas ("**GHG**") emissions in accordance with best practice, specifically the GHG Protocol Corporate Accounting and Reporting Standard (including Scope 1, Sope 2, and, where applicable, relevant Scope 3 categories).

34.3 The Supply Chain Vendor shall provide Churchill with up to date information on its organisational GHG emissions, underlying methodologies, and progress against science-aligned targets, as soon as such information becomes available and provide updates on an annual basis.

34.4 Where the Supply Chain Vendor does not yet have organisational GHG emissions data or science-aligned targets available, the Supply Chain Vendor shall, within 3 months of the effective date of this Agreement, provide Churchill with a documented plan setting out how and when it will:

a) measure its organisational carbon footprint in line with GHG Protocol Corporate Standard;
b) Establish science-aligned targets that meet Science Based Targets initiative ("**SBTi**") requirements; and
c) Share the relevant date and target information with Churchill.

Schedule 1: IR35 / Off-Payroll Working Compliance Addendum

1. **Effective Date and Retrospective Application**
   Where a status of determination has been undertaken and it is deemed that IR35 / Off-Payroll Working Compliance may apply the following terms shall apply to all goods and/or services and payments made under the Agreement from that date onwards.

2. **IR35 Status Determination**
   2.1. For the purposes of the Income Tax (Earnings and Pensions) Act 2003 ("the **Off-Payroll Working Rules**"), and any legislation implemented in connection with Finance Bill 2025-26 and any and all amendments, Churchill shall determine the employment status of any individual or intermediary (including any personal service company) engaged by the Supply Chain Vendor to perform the Goods and/or Services under this Agreement, for all periods from the Effective Date in order to comply with any obligation on Churchill to deduct and account for tax or national insurance contributions from the fees due under this Agreement.

   2.2. The Supply Chain Vendor shall promptly provide all information and assistance reasonably requested by Churchill to enable Churchill to carry out an accurate status determination within the Off-Payroll Working Rules for any period from the Effective Date.

3. **Notification of Status Determination**
   3.1. Churchill shall provide the Supply Chain Vendor with a Status Determination Statement ("**SDS**") for each engagement to which the Off-Payroll Working Rules may apply, setting out the reasons for the determination, for all periods from the Effective Date.

   3.2. The Supply Chain Vendor shall ensure that any intermediary or individual engaged in the provision of the Goods and/or Services is provided with a copy of the SDS for all relevant periods.

4. **Tax and National Insurance Contributions**
   4.1. Where the SDS concludes that the Off-Payroll Working Rules apply, Churchill shall deduct income tax and National Insurance contributions (including employer's National Insurance contributions and apprenticeship levy, if applicable) from payments made to the Supply Chain Vendor in respect of the relevant individual or intermediary, as required by law, for all payments made from the Effective Date.

   4.2. Where the SDS concludes or Churchill becomes required by law to deduct income tax and national insurance contributions from the fees, Churchill shall inform the Supply Chain Vendor of the deadline by which invoices must be submitted for payment to be included in the next monthly payroll and payment shall not be made until the Supply Chain Vendor has supplied to Churchill all relevant information, in accordance with this Agreement required for the purpose of making the relevant deductions.

5. **Warranty and Indemnity**
   5.1. The Supply Chain Vendor warrants that it will not take any action, or omit to take any action, which would cause Churchill to be in breach of its obligations under the Off-Payroll Working Rules for any period from the Effective Date.

   5.2. The Supply Chain Vendor shall, and shall procure that the individual shall, promptly inform Churchill of any material change to any information or documentation previously provided in compliance with this Agreement and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the engagement is deemed to fall within the Off-Payroll Working Rules. Subject to Clause 11 of the Agreement, Churchill reserves the right to amend the terms of the engagement, and this agreement,

if the engagement is determined to be deemed employment within the meaning of the Off-Payroll Working Regulations.

5.3. The Supply Chain Vendor undertakes to notify Churchill immediately if it becomes aware of any circumstances which may affect the application of the Off-Payroll Working Rules to any individual or intermediary engaged in the provision of the Goods and/or Services.

5.4. The Supply Chain Vendor shall indemnify Churchill against any liability, loss, cost, or expense (including interest, penalties, and reasonable legal costs) incurred by Churchill arising out of or in connection with any failure by the Supply Chain Vendor or its intermediaries to comply with the Off-Payroll Working Rules for any period from the Effective Date including but not limited to any under paid tax liability to HMRC or any other third party arising from or in connection with the Off-payroll Working Rules.

6. Right to Audit

6.1. Churchill reserves the right, on reasonable notice, to audit the Supply Chain Vendor's compliance with this Schedule, including but not limited to reviewing contracts, payment records, and status determinations, for any period from the Effective Date.