

Standard Terms and Conditions for the Provision of Services

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1. Application	
<p>The Purchaser hereby orders and the Supplier, by accepting the purchase order, agrees that it will supply the Services specified within the Order upon and subject to these conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference to the supplier’s quotation, specification, price list or like document shall be solely for the purpose of describing the Services to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.</p>	
2. Interpretation	
2.1 In these Conditions:-	
“Affiliates”	means in relation to any entity any company, partnership or other legal entity which controls, is controlled by, or is under the common control with, that entity. For the purposes of this definition, the term “control” means the direct or indirect ownership of fifty percent (50%) or more of the issued share capital or any kind of voting rights in a company, partnership, or legal entity, and “controls”, “controlled” and “under the common control” shall be construed accordingly;
"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
“these Conditions”	means the standard terms and conditions for the provision of services as set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier as detailed within the Order. In the event of a conflict between these terms and conditions for the provision of services and any special terms and conditions then the special terms and conditions shall take precedence;
“the Contract”	means the contract for the provision of Services constituted by the Supplier’s acceptance of the Order in accordance with these Conditions;
“Data Protection Regulations”	means any data protection regulations applicable to the parties in relation to the performance of this Contract;
“Fees”	means any and all sums due under this Contract from the Purchaser to the Supplier, as specified in the Order;
“the Order”	means the Purchaser’s purchase order to which these Conditions are annexed by reference;
“Programme”	means a schedule for the provision of the Services which shall set out relevant dates and times for the Services;

“the Purchaser”	means the entity or person so described in the Order;
“Purchaser Group”	means the Purchaser, and its invitees from time to time, and the Purchaser’s contractors (other than the Supplier) and their subcontractors of any tier and its and their Affiliates from time to time and, in respect of all the foregoing, their respective officers, directors, employees and agents;
“the Services”	means the Services to be provided by the Supplier to the Purchaser as described in the Order;
“the Supplier”	means the entity or person so described in the Order;
“Supplier Group”	means the Supplier and its subcontractors of any tier, its and their Affiliates and their respective officers, directors, employees and agents;
“Specification”	includes any plans, drawings, data or other information relating to the Services;
“Taxes”	means all taxes, duties, levies, import, export, customs, stamp or excise duties, charges, surcharges, withholdings, deductions, or contributions and any related interest, fines or penalties, that are imposed or assessed by any competent authority of the country where the Services are performed or of any other country in accordance with applicable law; and
“Writing”	includes facsimile, transmission, electronic mail and comparable means of communication.

- 2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 2.4 All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

3. Basis of Commitment

- 3.1 The Order constitutes an offer by the Purchaser to commit to the Services subject to these Conditions.
- 3.2 The Supplier shall accept the Order placed by the Purchaser and a binding contract for the provision of the Services subject to these conditions, shall exist by whichever is the earlier of: -
- a) the Supplier’s acceptance of the Order, in writing or orally; or
 - b) Commencement of provision of the Services
- 3.3 Any typographical, clerical or other accidental error or omission in the Order placed by the Purchaser or in any drawings, specifications, instructions, tools or other material supplied by the Purchaser, shall be subject to correction without any liability on the part of the Purchaser.

3.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Purchaser and the Supplier.

4. Provision of the Services

4.1 With effect from the acceptance of the Order, the Supplier shall provide the Services to the Purchaser.

4.2 The Supplier shall provide the Services with reasonable skill and care, commensurate with prevailing industry and / or sector standards.

4.3 The Supplier shall act in accordance with all reasonable instructions given to it by the Purchaser provided such instructions are compatible with the nature of the Services being provided and are within Supplier's capabilities.

4.4 The Supplier shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

4.5 The Supplier shall keep the Purchaser informed of all activities related to the Services by means of regular reports, supplied to the Purchaser.

4.6 The Supplier shall, upon acceptance of the Order and upon Purchaser's request, prepare and submit to the Purchaser a Programme which shall set out relevant dates and times for the Services including, but not limited to:

- a) Start dates;
- b) Access dates;
- c) Milestone dates on which the Supplier is to complete certain parts of the Services in order to enable the Purchaser's other contractors to proceed with their agreed services (or the relevant parts thereof);

4.7 The Supplier shall use all reasonable endeavours to accommodate any reasonable changes in the Programme that may be requested by the Purchaser.

4.8 The parties agree that all times and dates referred to in this Contract shall be of the essence of this Contract.

4.9 Supplier is to comply with all of Purchaser's policies and procedures, a copy of which is available upon request, which apply to the provision of the Services.

5. Purchaser's Obligations

5.1 The Purchaser shall use all reasonable endeavours to provide all pertinent information to the Supplier that is necessary for the Supplier's provision of the Services.

5.2 The Purchaser shall, within 7 working days of receiving a Programme from the Supplier, inform the Supplier in writing either of the Purchaser's acceptance of the Programme or shall submit, with detailed reasons, its reasons for non-acceptance including proposed changes.

5.3 The Purchaser may, from time to time, issue reasonable instructions to the Supplier in relation to the Supplier's provision of the Services. Any such instructions should be compatible with the Services specified in the Order.

5.4 In the event that the Supplier requires the decision, approval, consent or any other communication from the Purchaser in order to continue with the provision of the Services or any part thereof at any time, the Purchaser shall provide the same in a reasonable and timely manner.

5.5 If the nature of the Services requires that the Supplier has access to the Purchaser's premises or any other location, access to which is lawfully controlled by the Purchaser, the Purchaser shall ensure that the Supplier has access to the same at the times to be agreed between the Supplier and the Purchaser as required.

6. Specification

6.1 The quantity, quality and description of the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Purchaser to the Supplier or agreed in writing by the Purchaser.

6.2 Any Specification supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Purchaser. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

7. Fees

7.1 The Purchaser shall pay the Fees to the Supplier in accordance with the provisions of the Order.

7.2 The Supplier shall invoice the Purchaser for Fees due in accordance with the provisions of the Order.

7.3 Unless otherwise stated in the Order, the Purchaser shall pay the Fees of the Services within 45 days after receipt by the Purchaser of a proper invoice or, if later, after acceptance of the Services in question by the Purchaser, but time for payment shall not be of the essence of the contract.

7.4 The Purchaser shall be entitled to set off against the Fees any sums owed to the Purchaser by the Supplier.

7.5 No increase in the Fees may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Purchaser.

7.6 If the Purchaser at any time incurs costs which, under the provisions of the Contract, the Purchaser is entitled to recover from the Supplier, the Purchaser may invoice the Supplier for such costs, provided always that the Purchaser may deduct the amount of such costs from any amount due, or that may become due to the Supplier under the Contract.

The Supplier shall pay the Purchaser within 45 days of receipt of invoice any sums outstanding after such deduction.

7.7 All payments required to be made pursuant to this Contract by either party shall be made in cleared funds to such bank as the receiving party may from time to time nominate, without any withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

7.8 Where any payment pursuant to this Contract is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

7.9 Supplier shall:

- a) keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to this Contract to be accurately calculated;

- b) at the reasonable request of Purchaser, allow Purchaser or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them.

8. Assignment and Subcontracting

- 8.1 The Purchaser may assign the Contract or any part of it to any person, firm or company.
- 8.2 The Supplier shall not be entitled to assign or subcontract or otherwise delegate any of its obligations hereunder without the written consent of the Purchaser, such consent not to be unreasonably withheld.

9. Warranty

- 9.1 The Supplier warrants and guarantees that it has performed and shall perform the Services in accordance with the provisions of the Contract, and that the Services will be free from defects.
- 9.2 If the Purchaser notifies the Supplier of any defects in the Services prior to the commencement of, or during, the defects period specified in Clause 9.3 then the Supplier, subject to the operational requirements of the Purchaser and the provisions of Clause 9.4, carry out all works necessary to correct the defects in the Services arising from any default of the Supplier.
- If any of the Services are re-performed, rectified or replaced by the Supplier under the provisions of this Clause 9.2 then this Clause 9.2 shall apply to the portion so re-performed, rectified or replaced. The defects correction period specified in Clause 9.3 in respect of such work, shall commence on the date upon which such re-performance, rectification or replacement was completed in accordance with the Contract.
- 9.3 The Supplier guarantees that the product of all Services provided shall be free from any and all defects for a period of 12 months following completion of the Services.
- 9.4 The Purchaser may decide that the carrying out by the Supplier of work necessary to correct the defects will be prejudicial to its interests. In such cases the Purchaser may undertake the Supplier's responsibilities described in Clause 9.2. The Purchaser shall notify the Supplier in such cases and shall be entitled to recover from the Supplier all additional costs reasonably incurred by the Purchaser as a direct result of carrying out such responsibilities.
- 9.5 If any defects in the product of the Services appear either prior to or during the defects period set out in Clause 9.3 then the Supplier shall rectify any and all such defects at no cost to the Purchaser.

10. Indemnity and Insurance

- 10.1 The Supplier shall be responsible for and shall save, defend, indemnify and hold the Purchaser Group harmless from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities howsoever arising by reason of:
- a) injury to, illness or death of the Supplier Group personnel arising out of or in consequence of the performance or non-performance of this Contract; and/or
 - b) loss of, or damage to, Supplier Group property, whether:-
 - i. owned by the Supplier Group, or
 - ii. leased or otherwise obtained under arrangements with financial institutions by the Supplier Group
 arising out of or in consequence of the performance or non-performance of this Contract.

- c) subject to any other express provisions of the Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier Group. For the purposes of this Clause 10.1c) "third party" shall mean any party which is not a member of the Purchaser Group or Supplier Group.
- 10.2 The Purchaser shall be responsible for and shall save, defend, indemnify and hold the Supplier Group harmless from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities howsoever arising by reason of:
- a) injury to, illness or death of the Purchaser Group personnel arising out of or in consequence of the performance or non-performance of this Contract; and/or
 - b) loss of, or damage to, Purchaser Group property, whether:-
 - i. owned by the Purchaser Group, or
 - ii. leased or otherwise obtained under arrangements with financial institutions by the Purchaser Group
 arising out of or in consequence of the performance or non-performance of this Contract.
 - c) subject to any other express provisions of the Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Purchaser Group. For the purposes of this Clause 10.2c) "third party" shall mean any party which is not a member of the Purchaser Group or Supplier Group.
- 10.3 Except as provided by Clause 10.1a), Clause 10.1b) and Clause 10.4, the Purchaser shall save, indemnify, defend and hold harmless the Supplier Group from and against any claim of whatsoever nature arising from pollution emanating from the property of the Purchaser Group arising from, relating to or in connection with the performance or non-performance of the Contract.
- 10.4 Except as provided by Clause 10.2a) and Clause 10.2b), the Supplier shall save, indemnify, defend and hold harmless the Purchaser Group from and against any claim of whatsoever nature arising from pollution emanating from the property of the Supplier Group arising from, relating to or in connection with the performance or non-performance of the Contract.
- 10.5 All exclusions and indemnities given under this Contract (save for those under Clauses 10.1c) and 10.2c) and Clause 11 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
- 10.6 If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall co-operate fully in investigating the incident.
- 10.7 The indemnities given by the parties under this Contract are full and primary, and shall apply irrespective of whether the indemnified party has, or has not, insurance in place relating to the claims, losses, damages or costs in respect of the subject matter of any indemnity given under this Contract.
- 10.8 Each party expressly agrees that the indemnities set out in this Clause do not extend to criminal sanctions imposed upon it, arising from, relating to or in connection with the

performance or non-performance of the Contract.

- 10.9 The parties shall maintain adequate insurance cover, or procure that such cover is obtained, against such liabilities as are referred to herein. The existence or otherwise of such insurance and the respective indemnities provided thereby shall in no way limit, or be deemed to limit, the liabilities assumed by the parties herein.

11. Consequential Loss

For the purposes of this Contract, the term “Consequential Loss” shall mean:

- a) consequential or indirect loss under English law; and
- b) loss of hire, loss of use, loss of revenue, profit or anticipated profit (if any) whether such liability arises not only in contract but also in tort or otherwise at law, in each case whether direct or indirect to the extent that these are not included in a), and whether or not foreseeable at the effective date of the Contract.

Notwithstanding any provision to the contrary elsewhere in the Contract, the Purchaser shall save, indemnify, defend and hold harmless the Supplier Group from the Purchaser’s Group own Consequential Loss and the Supplier shall save, indemnify, defend and hold harmless the Purchaser Group from the Supplier’s Group own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the Contract.

12. Termination

- 12.1 The Purchaser shall be entitled to cancel the Contract in respect of all or any part of the Services by giving notice in writing to the Supplier at any time including prior to or during performance of the Services, in which event the Purchaser’s sole liability shall be to pay to the Supplier the Fees for those terminated elements of the Services executed up to the date of termination plus any demonstrable costs which have been committed to and cannot be recouped by Supplier.

- 12.2. The Purchaser shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:-

- a) Supplier commits a breach of any of the provisions of this Contract and, if the breach is capable of remedy, it fails to remedy it within 2 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- b) the Supplier makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
- d) the Supplier ceases or threatens to cease, to carry on business; or
- e) the Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

- 12.3. For the purposes of Clause 12.2a), a breach shall be considered capable of remedy if the Supplier can comply with the provision in question in all respects.

- 12.4 The rights to terminate this Contract given by this Clause 12 shall not prejudice any other right or remedy of Purchaser in respect of the breach concerned (if any) or any other breach.

12.5 Upon the termination of this Contract, or any part thereof, for any reason all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Contract shall remain in full force and effect;

13. Force Majeure

13.1 In the event that either party is prevented from fulfilling its obligations under the Contract by reason of any supervening event beyond its control which shall be defined as: war, national emergency, flood, earthquake, strike or lockout (subject to clause 13.2) the party shall not be deemed to be in breach of its obligations under the Contract. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

13.2 Clause 13.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

13.3 If either party is delayed in performing the Contract by a force majeure occurrence, the date of delivery but not the Fees, except as otherwise expressly provided in the Contract, shall be adjusted for the period that the force majeure occurrence ensued.

13.4 If and when the period of such incapacity exceeds 3 months then this Contract shall automatically terminate unless the parties first agree otherwise in writing.

14. Taxes

14.1 Except as otherwise stated within the Order:

- a) each party shall pay all Taxes payable by it in respect of or in connection with the Contract, including but not limited to taxes relative to income, profits, assumed profits, capital gains, turnover, or supply arising directly or indirectly from the performance of the Services:
- b) Supplier shall pay, and ensure that its subcontractors pay, all Taxes payable by it in connection with the Contract in respect of:
 - i. wages, salaries, and all other remuneration or compensation paid directly or indirectly to its, and its subcontractor's, personnel for the Services in the country where the Services are to be performed;
 - ii. import or export of its equipment or other property, or the movement of its personnel across national or territorial boundaries (including but not limited to visa or passport fees and import or export fees) related to performance of the Services.

15. Confidentiality

The Purchaser and the Supplier shall keep the Order and any information, which either party learn about the other in strict confidence and will not disclose the same to any third party without the prior written consent of the other party.

16. Communications

All notices, requests and other communications required or permitted by any clause of this Contract shall be given in writing and shall be sufficiently given or transmitted if delivered by hand, email, express courier service or registered mail and addressed to the physical address or email address of the Purchaser as defined in the Order or such other address or email address as the Purchaser may designate in writing and if to the Supplier to the physical address or email address of the Supplier as defined in the Order or such other address or email address as the Supplier may designate in

writing. Any such communications shall be deemed to have been given on the date of actual receipt by the party to which it is addressed.

17. Waiver

No waiver by the Purchaser of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

18. Severance

If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

19. Anti-Corruption

19.1 Supplier shall uphold high standards of business ethics and undertakes to comply with applicable anti-corruption laws in the performance of the Contract, and warrants that it has in place an appropriate anti-bribery/anti-corruption compliance programme, including due diligence and other appropriate third party risk management procedures, designed to prevent bribery by the Supplier, its officers and employees, and any third parties engaged by it to provide services in connection with the Contract.

19.2 In the event of a breach by the Supplier of applicable anti-corruption laws, the Purchaser may withhold payments due to the Supplier under the Contract and/or terminate the Contract for default.

19.3 If Supplier fails to comply with any applicable anti-corruption legislation then it shall defend and indemnify Purchaser against any fine, penalty, liability, loss or damage and for any related costs (including without limitation, court costs and legal fees) arising from such breach.

20. Data Protection

20.1. All personal data that Purchaser may use will be collected, processed, and held in accordance with the provisions of the Data Protection Regulations and Supplier's rights thereunder.

20.2 For complete details of Purchaser's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Supplier's rights and how to exercise them, and personal data sharing (where applicable), please refer to Purchaser's Privacy Notice which is available upon request.

21. Dispute Resolution

21.1. The parties shall attempt to resolve any dispute arising out of or relating to this Contract through negotiations between their appointed representatives who have the authority to settle such disputes.

21.2. If negotiations under Clause 21.1 do not resolve the matter within 10 Working Days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

21.3. If the ADR procedure under Clause 21.2 does not resolve the matter within 10 Working Days of the initiation of that procedure, or if either party will not participate in the ADR procedure, the dispute may be referred to arbitration by either party.

- 21.4. The seat of the arbitration under Clause 21.3 shall be London, England. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the parties. In the event that the parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either party may, upon giving written notice to the other party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 21.5. Nothing in this Clause 21 shall prohibit either party or its affiliates from applying to a court for interim injunctive relief.
- 21.6. The parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 21 shall be final and binding on both parties.

22. Third Party Rights

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. Law and Jurisdiction

- 23.1. This Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with English law.
- 23.2. Subject to the provisions of Clause 21, any dispute, controversy, proceedings or claim between the parties relating to this Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the English courts.