

Campden BRI Group:

Campden BRI (registered no. 510618)
Campden BRI (Chipping Campden) Limited (registered no. 3836922)
Campden BRI (Nutfield)(registered no. 2690377)

Registered Office:

Station Road ♦ Chipping Campden ♦ Gloucestershire ♦ GL55 6LD ♦ UK



Campden BRI - Standard Terms and Conditions of Purchase of Goods and/or Services

1 Interpretation

1.1 Definitions.

In these Conditions, the following definitions apply:

- 1.1.1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.1.2 **Charges:** the charges payable by the Customer for the supply of the Goods and/or Services in accordance with Condition 7.
- 1.1.3 **Conditions:** these terms and conditions as amended from time to time in accordance with Condition 17.7.
- 1.1.4 **Contract:** the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
- 1.1.5 **Customer:** means the respective contracting company within the Campden BRI group of companies which comprises Campden BRI (registered number 00510618), Campden BRI (Chipping Campden) Limited (registered number 03836922) and Campden BRI (Nutfield) (registered number 02690377).
- 1.1.6 **Customer Materials:** has the meaning set out in Condition 3.3.9.
- 1.1.7 **Data Protection Legislation:** the Data Protection Act 1988 and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the jurisdictions from or to which any Goods and/or Services may be supplied hereunder and codes of practice, guidelines and recommendations issued by the Information Commissioner or any replacement or equivalent body, as amended and in force from time to time.
- 1.1.8 **Deliverables:** all documents, products and materials developed by the Supplier or its agents, subcontractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, plans, diagrams, designs, pictures, data, specifications and reports (including drafts).
- 1.1.9 **Goods:** the goods (including any part or parts of them) to be provided by the Supplier under the Contract to the Customer as set out in the Order and/or the Specification.
- 1.1.10 **Intellectual Property Rights:** 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 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.
- 1.1.11 **Order:** any order from the Customer to the Supplier for the supply of Services including without limitation a purchase order (in electronic or hard copy form), e-mail or fax requesting Services or any entry for Services in the Supplier's database or any other request for Services from the Customer to the Supplier.
- 1.1.12 **Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract to the Customer as set out in the Specification and/or Order.
- 1.1.13 **Specification:** the Customer's description, specification or stipulation for the Services notified in writing to the Supplier.
- 1.1.14 **Supplier:** the person, company or firm from whom the Customer purchases the Services.

1.2 Construction.

In these Conditions, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its [personal representatives,] successors or permitted assigns;
- 1.2.3 a reference provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory
- 1.2.6 a reference to **writing** or **written** includes faxes and e-mails.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order; or
 - 2.2.3 if not rejected by the Supplier by notice in writing within 24 hours of receipt at which point and on which date the Contract shall come into existence.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3 Terms Specific to the Supply of Services

- 3.1 The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.
- 3.3 In providing the Services, the Supplier shall:

- 3.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- 3.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 3.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- 3.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
- 3.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 3.3.6 use the best quality goods, materials, standards and techniques;
- 3.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 3.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 3.3.9 hold all materials, samples, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- 3.3.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- 3.3.11 on the written request of the Customer comply with the HMG Baseline Personnel Security Standard (BPSS) in respect of all persons employed or engaged in the provision of the Services;
- 3.3.12 not engage subcontractors (other than those set out in the Order) to provide any part of the Services without the express prior written consent of the Customer; and
- 3.3.13 maintain and ensure compliance with a comprehensive health and safety policy and comply with all applicable health and safety rules and regulations at the premises where the Services are to be performed.

4 Terms Specific to the Supply of Goods

- 4.1 Delivery of the Goods shall take place in accordance with the instructions of the Customer whether given in the Order or separately, and which the Customer may amend at anytime. Each delivery must be clearly marked in accordance with the Specification and/or the Order. Time of the delivery of the Goods is of essence of the Contract.
- 4.2 The Customer shall not be obliged to accept Goods which vary in weight or otherwise from those specified in the Specification or the Order. The Supplier shall ensure the Goods are properly packed and secured in a manner as to reach their destination undamaged and in good condition.
- 4.3 The Supplier is responsible at its own cost for complying with all export and import legislation, regulation and controls, including obtaining import and export licences and paying all applicable duties.
- 4.4 Title to the Goods will pass to the Customer on delivery of the Goods. Neither the Supplier nor any other person shall be entitled to retain title to the Goods after delivery and any such provision which the Supplier or any other person may purport to apply shall be ineffective.
- 4.5 Risk in the Goods is assumed by the Supplier (including risk for and during transport), until actual delivery by the Supplier and receipt of the Goods by the Customer. Any returns shall be on the account and at the risk of the Supplier.
- 4.6 The Supplier warrants to the Customer that the Goods and their packaging and labelling shall:
 - 4.6.1 conform with the Specification and/or the Order or any other instructions provided by the Customer;
 - 4.6.2 be of satisfactory quality, fit for their purpose, free of defects in material and workmanship;
 - 4.6.3 comply with all applicable laws, industry codes, codes of practice, regulations or government orders;
 - 4.6.4 not infringe the intellectual property rights of any third parties, including but not limited to patents, trademarks, design rights, copyrights or any other rights whatsoever (whether registered or unregistered); and
 - 4.6.5 be accompanied with accurate, complete and comprehensible instructions (in the English language) for the treatment, assembly, use and/or storage of the Goods.
- 4.7 The Supplier shall immediately notify the Customer in writing all the relevant details if the Supplier discovers that there is:
 - 4.7.1 a defect in the Goods which have been delivered to the Customer at anytime or any error or omission in the instructions for the use and/or assembly of the Goods which causes or may cause any risk of death, injury, damage to property or loss or reputation; or
 - 4.7.2 any reason to believe that the Goods do not conform with any applicable laws, industry codes, codes of practice, regulations or government orders whatsoever.

5 Customer remedies

- 5.1 If the Supplier fails to perform the Services and/or deliver the Goods by the applicable dates, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
 - 5.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 5.1.2 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 5.1.3 to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party; where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
 - 5.1.4 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 5.2 Without limitation to any other rights or remedies the Customer may have under these Conditions or otherwise, the Customer may refuse to accept delivery of the Goods in their entirety if any individual item in such delivery is defective or if the quantity does not conform with the Order.
- 5.3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.
- 5.4 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

6 Customer's obligations

The Customer shall provide such information to the Supplier as the Supplier may reasonably request in writing and the Customer considers reasonably necessary for the purpose of providing the Services and/or the Goods.

7 Charges and payment

- 7.1 The Charges for the Services and/or Goods shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance and/or delivery of the Services and/or Goods. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance and/or delivery of the Services and/or Goods.

- 7.2 The Supplier shall invoice the Customer on completion of the Services or on or after delivery of the Goods. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 7.3 In consideration of the supply of the Services by the Supplier and receipt of a correctly rendered invoice, the Customer shall pay the invoiced amounts nett monthly to a bank account nominated in writing by the Supplier.
- 7.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.5 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This Condition shall not apply to payments that the defaulting party disputes in good faith.
- 7.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and/or Goods, and shall allow the Customer to inspect such records at all reasonable times on request.
- 7.7 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 7.8 The Supplier shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any other property, in respect of any sums owed by the Customer to the Supplier under the Contract or otherwise.

8 Intellectual property rights

- 8.1 In respect of any Goods that are transferred to the Customer under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.
- 8.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 8.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 8.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with Condition 8.2.
- 8.5 All Customer Materials are the exclusive property of the Customer.
- 8.6 This Condition 8 shall survive termination of the Contract.

9 Indemnity

- 9.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- 9.1.1 a breach of any provision of these Conditions;
- 9.1.2 any defect in workmanship, materials or design of the Goods;
- 9.1.3 failure to perform or defect or delay in performance or negligent performance of any of the Supplier's obligations under these Conditions;
- 9.1.4 any withdrawal or recall of delivered Goods;
- 9.1.5 any claim brought against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services and/or Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 9.1.6 any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services and/or Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 9.2 This Condition 9 shall survive termination of the Contract.

10 Insurance

- 10.1 The Supplier shall maintain in force, with a reputable (A-rated) insurance company, employer's liability insurance, professional indemnity insurance, product liability insurance and public liability insurance for a minimum value of £2,000,000 (two million GBP) in each case (all legal and associated costs must be covered in excess of the £2,000,000 value of the policy.). Such cover is required to be on an "any one claim" basis and not on an "any one occurrence basis". The Supplier shall, on the Customer's request, produce the insurance certificates giving details of cover and the receipt for the current year's premium in respect of each insurance.

11 Confidentiality

- 11.1 The Supplier shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract including but not limited to all technical or commercial know-how, specifications, inventions, processes or initiatives and shall not use nor disclose the same for purposes of the proper performance of the contract, unless the Supplier can show such confidential information is in, or has become, part of the public domain (other than as a result of a breach of the obligations of confidentiality under these Conditions); was independently disclosed to it by a third party entitled to disclose the same; or is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 11.2 This Condition 11 shall survive termination of the Contract.

12 Termination

- 12.1 Without limiting its other rights or remedies, the Customer may terminate the Contract by giving the Supplier 30 days' written notice.
- 12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the Customer 14 days' written notice.

- 12.3 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 12.3.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
 - 12.3.2 the Supplier is unable to pay its debts as they fall due, suspends or ceases (or threatens to suspend or cease) to carry on all or a substantial part of its business or otherwise becomes insolvent or, in the case of an individual, bankrupt; or
 - 12.3.3 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 12.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 12.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13 Consequences of termination

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14 Force majeure

- 14.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
- 14.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 20 Business Days, the Customer may terminate this Contract immediately by giving written notice to the Supplier.

15 Data Protection

- 15.1 Each party agrees that in performing their obligations under the Contract, they shall comply with the provisions of all applicable Data Protection Legislation to the extent it applies to them.

16 Anti-bribery

- 16.1 The Supplier shall at all times comply with the UK Bribery Act 2010 as amended from time to time and shall not do anything and procure that any of the Supplier's employees agents or subcontractors shall not do anything that would cause, or risk causing the Customer to commit an offence under such Act.

17 General

17.1 Assignment and other dealings.

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

17.2 Notices.

- 17.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- 17.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 17.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 17.2.3 The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

17.3 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

17.4 Waiver.

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 No partnership or agency.

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.6 Third parties.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.7 Variation.

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

17.8 Governing law.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

17.9 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).