

## STANDARD CONDITIONS OF ORDER

### 1. APPLICABLE TERMS

1.1 These terms and conditions of purchase and the Work Order shall form the contract ("**Contract**") between Great Portland Estates Services Limited ("**Client**") and Supplier named in the Work Order ("**Supplier**") and no terms or conditions attached to the quotation or otherwise howsoever imposed by Supplier shall apply to the Contract except where these are expressly agreed by Client in writing.

### 2. SUPPLY OF SERVICES

2.1 Supplier shall meet any performance dates for the Services specified in the Work Order or notified to Supplier by Client.

2.2 Before commencing any Services Supplier shall provide Client with a risk assessment and method statement in respect of the Services to be carried out.

2.3 In providing the Services, Supplier shall:

2.3.1 perform the Services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade;

2.3.2 conduct its business in a manner consistent with Client's Supplier Code of Conduct;

2.3.3 ensure that any goods supplied are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Supplier or made known to Supplier by Client, expressly or by implication, and in this respect Client relies on Supplier's skill and judgment;

2.3.4 supply and maintain all equipment necessary for the performance of the Services (including, without limitation, all security and protective barriers and access and safety equipment necessary ensure the safety of all persons in or near the premises) and ensure they are in good repair and safe condition;

2.3.5 comply with all statutory requirements (meaning for these purposes any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law, which affects the performance of the Services and any regulation or bye-law of a local authority or statutory undertaker which has any jurisdiction with regard to the Services); and

2.3.6 observe all health and safety rules and regulations and any other security requirements, procedures or protocols that apply at any of the premises where Services are performed.

2.4 Where the subject matter of the Contract is required by statute to be periodically inspected or tested, a copy of the current test certificate must be sent to Client and a further copy must accompany any goods to site.

2.5 The Landlord of the Property set out in the Work Order is entitled to inspect the Services and provide written recommendations which Supplier shall use reasonable endeavours to action as soon as reasonably possible.

2.6 Where the Services are to be performed on any premises to any extent occupied by Client or under its control, Supplier shall effect and maintain public liability insurance with a minimum policy limit of £5 million per event or series of linked events. The client reserves the right to request a copy of the insurance certification.

2.7 The relationship of Supplier to Client will be that of independent contractor and nothing in this Contract shall render it (nor any of Supplier's personnel) an employee, worker, agent or partner of Client and Supplier shall not hold itself out as such and shall procure that Supplier's personnel shall not hold themselves out as such.

### 3. CHARGES AND PAYMENT

3.1 The charges for the Services shall be as set out in the Work Order, and shall be the full and exclusive remuneration of Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Client, the charges shall include every cost and expense of Supplier directly or indirectly incurred in connection with the performance of the Services including without limitation any goods supplied and no claims for extras or variations will be allowed.

3.2 Supplier shall invoice Client on completion of the Services and invoices shall be submitted electronically to [accounts@gpe.co.uk](mailto:accounts@gpe.co.uk) with a copy to the Client contact with responsibility for the Services set out in the Work Order. Each invoice shall include such supporting information required by Client to verify the accuracy of the invoice, including but not limited to the relevant purchase order number (if applicable).

3.3 In consideration of the Services, Client shall pay the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by Supplier.

3.4 All amounts payable by Client under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by Supplier to Client, Client shall, on receipt of a valid VAT invoice from Supplier, pay to 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.

### 4. INDEMNITY

4.1 Supplier shall indemnify and hold harmless Client against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Client as a result of or in connection with any act or omission of Supplier in the performance of, arising out of, or consequent upon any breach of this Contract or arising from the infringement of any third party patents, copyright or other intellectual property rights resulting from the performance of the Services.

### 5. LIABILITY

5.1 Subject to clause 5.2 the entire liability of Client arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the amount paid for the Services under this Contract.

5.2 Nothing in this Contract shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence, or for fraud or deceit.

### 6. CONFIDENTIALITY AND DATA PROTECTION

6.1 Supplier shall keep in strict confidence any confidential information concerning Client's business, which Supplier may obtain.

6.2 For the purposes of clauses 6.3 to 6.4, "**Data Protection Legislation**" means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

6.3 For the purposes of the Data Protection Legislation, Client is "Data Controller" and Supplier "Data Processor" (as those terms are defined in the Data Protection Legislation).

6.4 Both parties will comply with all applicable requirements of the Data Protection Legislation and in particular Supplier shall (i) process personal data only on written instructions from Client; (ii) ensure it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing and accidental loss or damage to personal data; (iii) ensure all its personnel with access to personal data are obliged to keep such data confidential; (iv) not transfer personal data outside the European Economic Area without Client's written consent and without ensuring all relevant Data Protection Legislation conditions are met; (v) assist Client to respond to requests from Data Subjects and notify it without delay of any personal data breach; (vi) assist Client to ensure its compliance with its obligations in relation to security of processing and data protection impact assessments; (vii) provide Client with all information necessary to ensure both parties' compliance with their GDPR obligations; (viii) submit to audits and inspections; (ix) inform Client immediately if it receives instructions requiring it to do anything in breach of GDPR or any other data protection law of the EU or any Member State; (x) delete all personal data and copies upon completion of the Services except as required by law.

6.5 For processing of personal data in connection with the Contract: duration is the period of performance of the Services; subject matter, nature and purpose is sharing data to allow performance of the Services; types of personal data are names, addresses and email addresses; and categories of data subject are tenants of Client, Supplier contact details and Client employee details

### 7. TERMINATION

7.1 Without limiting its other rights or remedies, Client may terminate the Contract at any time and in this event Supplier shall only be entitled to be paid for materials actually supplied and/or work actually and properly executed at the date of termination but such payment shall not include loss of anticipated profits or any consequential loss.

7.2 Without limiting its other rights or remedies, Client may terminate the Contract with immediate effect by giving written notice to Supplier if Supplier is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a Receiver or Manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of Insolvency Act 1986.

7.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

7.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

### 8. GENERAL

8.1 **Assignment and other dealings.** Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Client.

8.2 **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.

8.3 **Entire agreement.** This Contract sets out the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement (whether written or oral) between them relating to the subject matter of this Contract.

8.4 **Rights and Remedies.** Client's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

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

8.6 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by Client.

8.7 **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.

8.8 **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 Contract or its subject matter or formation (including non-contractual disputes or claims).