

Great Portland Estates
Terms and Conditions for the Purchase of Goods
and / or Services

1. Contract Structure

- 1.1 These are the Terms and Conditions (“**Terms**”) on which Supplier will supply the Goods and / or provide the Services (as applicable). These Terms, together with the Order, form the Contract between Supplier and GPE (“**Contract**”).
- 1.2 The Contract takes precedence over any terms and conditions contained or referred to in any quotation or other documentation submitted by or on behalf of Supplier or in correspondence or elsewhere and any contrary provisions shall have no effect.
- 1.3 If there is any conflict between a term in these Terms, and a term in the Order or other documents expressly referred to or otherwise incorporated into the Contract, the term of the Terms will take precedence except to the extent the Order or other document is expressly stated to take precedence over the Terms.

2. Definitions & Interpretation

- 2.1 The following definitions apply in the Contract, unless the context requires otherwise:

“**Affiliate**” means, with respect to any entity, any other entity directly or indirectly Controlling, Controlled by or under common Control with such entity;

“**Anti-Bribery Law**” means all Applicable Law, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010, and any similar or equivalent laws in any other jurisdiction relevant to the performance of the Contract;

“**Anti-Slavery Law**” means all Applicable Law, codes and sanctions relating to relating to anti-slavery or human trafficking, including the Modern Slavery Act 2015, and any similar or equivalent laws in any other jurisdiction relevant to the performance of the Contract;

“**Applicable Law**” means (a) any applicable statute, regulation, by-law ordinance, or subordinate legislation; (b) the common law and the law of equity; (c) any applicable binding court order, judgement or decree; (d) any applicable compulsory industry code, policy or standard; and (d) any applicable direction, policy, rule or order that is given by a regulator, in any jurisdiction applicable to the Contract, each as in force, or as may be amended, supplemented or replaced from time to time;

“**Business Day**” means a day which is not a Saturday or a Sunday or a bank, public or national holiday in England;

“**Confidential Information**” means all information which is: (i) imparted by or on behalf of GPE in confidence; or (ii) otherwise obtained by Supplier under or in connection with the Contract, whether before or after its effective date and whether in writing, verbally or by other means and whether directly or indirectly, and which is of a confidential nature, relating to the business or prospective business, current or projected plans or internal affairs of GPE and / or its Affiliates, including all know-how, trade secrets, commercial, financial or technical information relating to the GPE Group or its customers, suppliers, business and prospective business and all specifications, samples, drawings, other documentation and information issued by GPE to Supplier (whether or not such information is marked or designated as confidential);

“**Consent**” means any permission, consent, approval, certificate, permit, licence, waiver, dispensation, registration, notification, agreement or other authorisation (whether pursuant to Applicable Law, contractual or otherwise, and whether temporary, transitional or permanent);

“**Control**” has the meaning set out in section 1124 of the Corporation Tax Act 2010 and “**Controlling**” and “**Controlled**” shall be interpreted accordingly;

“**Deliverables**” means all documents, products and materials developed by Supplier or Supplier Personnel as part of or in connection with the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

“**Good Industry Practice**” means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would reasonably be expected from a leading and expert supplier of goods, services and deliverables similar to the Goods, Services and Deliverables (as the context requires), such supplier seeking to comply with its contractual obligations in full and complying with Applicable Law;

“**Goods**” means the goods (or any part of them) to be provided by Supplier under the Contract, as set out in the Order;

“**GPE**” means Great Portland Estates Services Limited, a company registered in England and Wales under number 00517550 whose registered office is at 33 Cavendish Square, London, W1G 0PW, or the relevant other member of the GPE Group making the Order (and for these purposes the “**GPE Group**” shall mean Great Portland Estates plc (registered number 00596137) and its Affiliates);

“**GPE Supplier Code of Conduct**” means the Great Portland Estates Supplier Code of Conduct (August 2016) available at https://www.gpe.co.uk/media/2211/supplier_code_of_conduct_august_2016.pdf (as amended and updated from time to time);

“**Insolvency Event**” means the passing of a resolution or making of an order for the winding up of Supplier (otherwise than for the purpose of solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations under the Contract of Supplier), or Supplier becomes subject to an administration order or an administrator, receiver or administrative receiver is appointed over all or part of Supplier's undertaking and assets, or Supplier becomes unable to pay its debts or becomes insolvent (within the meaning of the Insolvency Act 1986) or makes, or proposes to make any arrangement or composition with its creditors;

“**IPRs**” means all intellectual property rights of any kind, including patents, rights in inventions, trade secrets, trade marks, service marks, copyright and other rights in works of authorship (including rights in computer software), moral and artists' rights, rights in logos and get up, the right to sue for passing off, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights 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 jurisdiction;

“**Losses**” means all actions, proceedings, losses, damages, liabilities, claims, demands, judgments (however obtained), including fines, penalties, interest, costs, expenses and reasonable legal and other professional fees incurred in connection with investigating or defending any allegation, claim, action, demand or proceedings;

“**Order**” means the purchase order, order form, statement of work, work order or other instruction (including any appendices or schedules to it) from GPE to Supplier, or agreed between them, for the supply of Goods and / or Services, whether in writing (including email) or otherwise;

“**Services**” means the services (or any part of them) to be provided by Supplier under the Contract, as detailed in the Order, including any Deliverables;

“**Supplier**” means the person or entity specified or identified as Supplier in the Order;

“**Supplier IPRs**” means all IPRs subsisting in the Goods, Services or Deliverables (excluding any IPRs of the GPE Group or its licensors incorporated in them) or created by or on behalf of Supplier in contemplation of or in performance of the Contract or otherwise necessary or desirable to enable GPE and its Affiliates to receive and use the Goods, Services or Deliverables; and

“**Supplier Personnel**” means any employee, officer, agent or any other person acting for or on behalf of Supplier or otherwise under Supplier's control and direction engaged in connection with the provision of the Goods and / or Services (as applicable).

- 2.2 Except where the context specifically requires otherwise: references to a party to the Contract includes their successors or assignees; a reference to “writing” or “written” includes email, except for any notices regarding breach or termination of the Contract for which “writing” or “written” means hard copies in accordance with **Clause 14** (Notices); “including”, “include”, “in particular” or any similar expressions shall be construed as illustrative and shall not limit the sense of the words preceding those terms; references to Clauses mean clauses of the Terms and references to Schedules are schedules to the Order; and where a legislative provision is referred to, this includes any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and rules and regulations made under it and any subsequent re-enactment or amendment of the same.

- 2.3 For the purposes of **Clause 12** the terms “**personal data**” and “**processing**” shall have the meanings given to them in the General Data Protection Regulation ((EU) 2016/679), and “**processed**” shall be construed accordingly.

- 2.4 The headings in the Contract do not affect its interpretation.

3. Term

The Contract shall commence on the date when it has been signed by both parties (or, if not signed, the Order has been issued by GPE and accepted by Supplier) and, subject to extension by written agreement between the parties, and earlier termination in accordance with **Clause 13**, shall continue until all Goods and Services are supplied, performed and completed in compliance with the Contract, and accepted by GPE (“**Term**”).

4. Charges and Payment

- 4.1 The charges for the Goods and Services shall be as set out in the Order and shall be the full and exclusive remuneration of Supplier for the entire performance of the Contract and the supply of the Goods and Services. Unless otherwise specified in the Order the charges include all delivery and other incidental costs, expenses and disbursements. No variation to the price or extra charges will be permitted without GPE's prior written agreement.

- 4.2 Supplier shall invoice GPE on completion of the Services / delivery of the Goods. Invoices shall be submitted electronically to accounts@gpe.co.uk with a copy to the GPE contact with responsibility for the Goods and Services set out in the Order. Each invoice must clearly refer to the relevant GPE purchase order number (if applicable) and provide any supporting documentation reasonably required by GPE to verify the accuracy of the charges, including as appropriate details of the Goods, Services and periods to which they relate and reasonable details of the basis of any calculations on which the charges are based. If any taxable supply for value added tax (“**VAT**”) purposes is made under the Contract the invoice shall separately itemise the VAT payable.

- 4.3 In consideration for the proper provision of the Goods and / or Services (as the context requires) GPE shall pay the correctly invoiced amounts, within 30 days after receipt of a correctly rendered invoice, to a UK bank account nominated in writing by Supplier.

- 4.4 All amounts payable by GPE under the Contract are exclusive of amounts in respect of VAT, which shall be added at the prevailing rate as applicable and paid by GPE following receipt of a valid VAT invoice.

- 4.5 If any undisputed sum due to a party under the Contract remains outstanding for more than 30 days after its due date, the non-defaulting party shall have the right to charge interest on the overdue amount, accruing on a daily basis from the due date until paid in full (whether before or after judgment), at the rate of 2% per annum above the base rate then prevailing at Barclays Bank plc.

5. Supply of Goods and Services

- 5.1 Supplier shall:
 - 5.1.1 perform its obligations under the Contract in accordance with Good Industry Practice and Applicable Law;

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| 5.1.2 | perform its obligations under the Contract in accordance with the timescales specified in the Order or, if none are specified, in a timely manner; | 6. | Testing, inspection and acceptance | 8.2 | If GPE terminates the Order and / or Contract in accordance with Clause 8.1 , GPE shall not be liable to Supplier for any Goods or Services which Supplier has not supplied or completed, by the time the Order and / or Contract is terminated, and GPE shall also be entitled to apply any other monies due to Supplier on any account whatsoever towards the cost of remedying Supplier's breach of Contract. |
| 5.1.3 | obtain, maintain and comply with all Consents relating to or necessary for the supply of the Goods and Services and the performance of its other obligations under the Contract; | 6.1 | GPE expressly reserves the right to test and inspect the Goods and Services, whether in the course of manufacture, execution or performance or not, and whether or not they have already been supplied or performed. GPE shall be entitled to enter Supplier's premises and the premises of any subcontractor of Supplier for the purpose of carrying out such tests and / or inspections upon notice to Supplier. | 8.3 | If GPE gives notice in writing to Supplier of any defect in any of the Goods as may have arisen under proper and normal use, Supplier shall (without prejudice to any other rights and remedies which GPE may have) as quickly as possible remedy such defects (whether by repair or replacement as GPE shall elect) without cost to GPE. |
| 5.1.4 | provide the Services at all times by suitably qualified, experienced, reliable and competent Supplier Personnel who shall exercise all due skill, care and diligence in the performance of the Services; | 6.2 | Supplier shall prior to delivery of the Goods or Services carry out and record in accordance with Good Industry Practice such tests and inspections as GPE may require, and shall supply to GPE free of charge with certified copies of all records taken of any such tests and their results. | 8.4 | The provisions of the Contract shall extend to any substituted or remedial goods or services supplied by or on behalf of Supplier. |
| 5.1.5 | except as expressly specified in the Order, at all times allocate sufficient Supplier Personnel and resources to supply the Goods and Services in accordance with the Contract; and | 6.3 | If the Goods or Services pass any inspection or testing carried out by GPE, this does not constitute acceptance or approval by GPE of any of the Goods or Services. | 9. | Liability |
| 5.1.6 | perform the Services in accordance with GPE's reasonable written instructions from time to time. | 6.4 | Without limiting the effect of Clause 6.2 , if Applicable Law, a relevant industry standard or Good Industry Practice requires the Goods or Services to conform to a particular standard, Supplier shall test and inspect the relevant Goods or Services in strict accordance with that standard. | 9.1 | Supplier shall be liable to GPE and shall indemnify and keep indemnified GPE and its Affiliates in full against all Losses suffered or incurred by the GPE Group arising out of loss of or damage to the property of any person (including GPE's property) or the death of or injury to any person, to the extent that such loss, damage, death or injury is caused by any wrongful act, negligence or default on the part of Supplier or any Supplier Personnel, or arises as a direct consequence of the supply of the Goods or Services. |
| 5.2 | All Goods (including any packaging), Services and Deliverables (as applicable) supplied in fulfilment of the Order shall, in addition to any terms regarding fitness for purpose, quality and conformity with the description or sample which may be implied by Applicable Law: | 6.5 | Payment in part or full for the Goods and / or Services does not imply that GPE has accepted them. GPE reserves the right to reject, within a reasonable period after they have been supplied to GPE, the whole or any part of the Goods or Services if they do not comply in all respects with the Contract. | 9.2 | Nothing in the Contract shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence, for fraud or deceit, for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or for defective products under the Consumer Protection Act 1987. |
| 5.2.1 | conform in all respects to any description, design, specification, requirements or standards contained or referred to in the Order and, where none are specified, with Good Industry Practice; | 7. | Delivery, title and risk | 9.3 | Subject to Clause 9.2 , GPE's entire liability arising out of or in connection with the Contract, whether in contract, tort (including negligence) or otherwise shall be limited to an amount equal to the sums paid or payable for the Goods and Services under the Contract. |
| 5.2.2 | conform to any representations made by or on behalf of Supplier and be fit for the purposes of GPE on the basis that Supplier has full notice of the purposes for which GPE requires the Goods, Services and Deliverables; | 7.1 | Supplier shall ensure the Goods are properly packed and secured to enable them to reach their destination in good condition and deliver Goods (unless otherwise specified in the Order during normal business hours on a Business Day) to the delivery location specified in the Order on or before the date specified in the Order or otherwise (including subsequently) directed by GPE. | 9.4 | During the Term, and for two years thereafter, Supplier shall at all times maintain with a reputable insurance company in respect of Supplier's liability in connection with the Contract, including public liability insurance with a minimum policy limit of £ten (10) million per event or services of linked events, and produce reasonable evidence of the same to GPE on request. |
| 5.2.3 | be of good and sound material and workmanship free from all defects, whether latent or patent, and of a satisfactory quality (within the meaning of the Sale of Goods Act 1978); | 7.2 | Without affecting GPE's rights to reject the Goods under Clause 8 , title in the Goods will pass to GPE on delivery. Risk in the Goods will only pass to GPE when they have been accepted by GPE. | 10. | Intellectual Property |
| 5.2.4 | comply, and be supplied and performed in accordance, with Applicable Law, Good Industry Practice and all relevant codes of practice, guidelines, standards and recommendations made by trade associations or other bodies; and | 7.3 | If Goods are rejected by GPE after payment for them, title in such Goods will only revert to Supplier on receipt by GPE of a full refund of the sum paid for such Goods. | 10.1 | Neither party shall acquire any right, title or interest in or to the IPRs of the other party or its licensors. Supplier grants to GPE and its Affiliates, or shall procure the grant to them of, a worldwide, non-exclusive, royalty free, perpetual, irrevocable, transferable licence (including a right to sub-license) to use, copy, reproduce, modify, adapt, develop, enhance or create derivatives of Supplier IPRs to the extent necessary for the purpose of receiving and using the Goods, Services and / or Deliverables. |
| 5.2.5 | be supplied with accurate and sufficient information and instructions as to use to ensure that when put to use they will present no risk to health or property. | 8. | GPE Remedies | 10.2 | Supplier shall indemnify and keep indemnified GPE and its Affiliates in full against all Losses arising out of or in connection with any claim or allegation against all or any of them that the Goods, Services or Deliverables, or their supply, receipt or use, infringes the IPRs of any third party, except in the case of Goods to the extent they are manufactured to a design supplied by GPE and the claim or allegation made relates exclusively to that design. |
| 5.3 | Supplier represents, warrants and undertakes that: | 8.1 | If: (a) Supplier does not deliver the Goods and / or perform the Services by the date specified in the Order or otherwise directed by GPE (acting reasonably); or (b) the Goods and / or Services do not comply with the requirements set out in Clause 5 , GPE may, without limiting its other rights and remedies: | 11. | Confidentiality |
| 5.3.1 | it has and will have the right to pass title in the Goods, and that the Goods are free from any charge, lien or other right in favour of any third party; and | 8.1.1 | terminate the Order and / or the Contract in whole or in part; | 11.1 | Supplier shall at all times during the Term and afterwards: use the Confidential Information solely for the purposes of fulfilling its obligations under the contract and not for any other purpose; and keep secret and not (without the prior written consent of GPE) disclose to any third party any Confidential Information. |
| 5.3.2 | the Goods, Services and Deliverables will not in any manner infringe or violate any rights of third parties, including IPRs or rights in confidential information. | 8.1.2 | reject in whole or in part: (a) the Goods, whether or not title has passed, return them to Supplier at Supplier's own risk and expense and require Supplier to promptly repair or replace the rejected Goods (or the rejected parts of them); and / or (b) the Services and require Supplier to promptly re-perform the rejected Services (or the rejected part(s) of them); | 11.2 | To the extent that it is necessary to implement, understand or enforce the provisions of the Contract, Supplier may disclose Confidential Information to its employees, agents, professional advisors, auditors and subcontractors as may be reasonably necessary. Before making any such disclosure Supplier shall make such persons aware of the obligations of confidentiality |
| 5.4 | If the Goods manufacturer provides any warranties or guarantees in respect of the Goods, Supplier shall pass on to GPE the full benefit of those warranties and guarantees. | 8.1.3 | refuse to accept any subsequent delivery of the Goods and / or performance of the Services which Supplier attempts to make; | | |
| 5.5 | In performing its obligations under the Contract Supplier shall conduct its business in a manner consistent with the GPE Supplier Code of Conduct and shall comply with all security, health and safety and other policies, procedures and requirements applicable at any premises where the Goods are delivered or the Services are performed. | 8.1.4 | recover from Supplier any costs and expenses incurred by GPE in obtaining substitute goods from a third party; | | |
| 5.6 | It is a condition of the Contract that all Goods, Services and Deliverables supplied by Supplier, and their use for lawful purposes by or on behalf of GPE, will not: (i) give rise to the breach by any person of any Applicable Law; and (ii) infringe the rights (including IPRs) of any third party. | 8.1.5 | require a refund from Supplier of sums paid in advance for Services that Supplier has not provided and / or Goods that it has not delivered; and / or | | |
| | | 8.1.6 | claim damages for any additional costs, loss or expenses incurred by GPE which are in any way attributable to Supplier's failure to meet such dates or requirements. | | |

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| | under the Contract and shall at all times procure their compliance with such obligations of confidentiality. | | termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. | | violations, to prevent wrongdoing and which are compliant with Anti-Bribery Law and Anti-Slavery Law; |
| 11.3 | Clause 12.1 shall not apply: to Confidential Information which is in or enters the public domain other than by breach of the Contract, is obtained from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, is independently developed without access to the Confidential Information, or is already lawfully in the possession of Supplier prior to disclosure (and not subject to a duty of confidentiality); or to the extent Supplier is required to disclose Confidential Information as required by Applicable Law or to comply with the rules of any regulated stock exchange or court order. In these circumstances, Supplier shall give GPE prompt advance written notice of the disclosure (where lawful to do so). | | | | |
| | | 14. | Notices | 15.8.4 | promptly provide to GPE such information, and take such steps, as GPE may reasonably require to enable GPE to comply with Anti-Bribery Law and Anti-Slavery Law, as these relate to the terms of the Contract, the Goods, the Services and the Deliverables; and |
| 11.4 | Supplier acknowledges that a breach or threatened breach of the Contract may cause GPE and/or its Affiliates irreparable harm, and that GPE may therefore be entitled to injunctive or other equitable relief. | 14.1 | Any notice or communication regarding breach or termination of the Contract must be in writing and delivered personally or sent by first class pre-paid post. The address for service of each party shall be the address set out in the Order or if none is specified the registered office of the party, and any notice shall be marked for the attention of the party's contact or nominated representative identified in the Order (if any). Supplier shall also send a copy of any such notice to Great Portland Estates Services Limited's registered office, marked for the attention of the Company Secretary. | 15.8.5 | notify GPE as soon as it becomes aware of any breach or possible breach of Anti-Bribery Law or Anti-Slavery Law by Supplier or Supplier Personnel or their supply chain(s) that has a connection with the Contract; and |
| 12. | Data protection | 14.2 | A notice has been served: (a) if personally delivered, at the time of delivery; and (b) if posted by first class pre-paid post, two Business Days after posting. If a notice would otherwise be deemed to have been delivered outside normal business hours (being 9:30 am to 5:30 pm London time on a Business Day), it shall be deemed to have been delivered at the next opening of such normal business hours. | 15.8.6 | be responsible for compliance by any person associated with Supplier who is providing Services in connection with the Contract with this Clause 15.8 , and shall be directly liable to GPE for any breach by such persons of these provisions. |
| | It is not intended that any personal data will be transferred or made available to, or processed by, Supplier in connection with the Contract. If Supplier becomes aware that it or any of its subcontractors has received or had made available to it any personal data from or by or on behalf of GPE, or has otherwise processed any personal data in connection with the Contract, it shall: | 15. | General | 15.9 | Variation. The terms of the Contract may only be varied by written agreement between the parties. |
| 12.1.1 | notify GPE thereof in writing, providing reasonable details, as soon as reasonably practicable (and in any event within two Business Days); | 15.1 | Survival. Expiry or termination of the Contract shall not affect a party's accrued rights and obligations at the time of expiry or termination, or any provision of the Contract, to the extent it is expressed or by implication intended to continue in force after termination, continuing in full force and effect (including Clauses 1, 2, 5, 7, 8, 9, 10, 11, 12, 13, 14 and 15). | 15.10 | Waiver. If either party delays in enforcing, or does not enforce, any right, which either party may have under the Contract, this does not imply that that right has been waived. If either party waives any specific obligation or liability under the Contract, such waiver will not extend to any other obligations or liabilities under the Contract. |
| 12.1.2 | suspend its performance under the Contract to the extent involving processing of personal data until otherwise notified in writing by GPE; and | 15.2 | Entire Agreement. The Contract sets out the entire agreement between the parties relating to its subject matter and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation. | 15.11 | Instalments. If the Goods or Services are delivered in instalments, the Contract is nevertheless to be treated as a single contract and not as a separate contract for each instalment. |
| 12.1.3 | cooperate with any instructions of GPE, acting reasonably, in relation to such personal data. | 15.3 | Capacity. Supplier represents, warrants and undertakes that it has the power, capacity and authority to enter into, and perform its obligations under, the Contract. | 15.12 | Publicity. Supplier shall not, without the prior written consent of GPE, advertise or publicly announce or in any way publicly indicate that Supplier supplies or has supplied Goods or Services GPE. |
| 13. | Termination | 15.4 | Further Assurance: At its own expense, Supplier shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract. | 15.13 | Third party rights. Except as provided in this clause, no one other than the parties to the Contract has the right to enforce any of its terms. GPE enters into the Contract for its own benefit and for the benefit of its Affiliates (who shall be entitled to enforce terms expressed to be for their benefit). All Losses suffered or incurred by GPE's Affiliates shall, to the extent permitted by Applicable Law, be treated as and deemed to be Losses suffered or incurred by GPE and shall be recoverable directly by GPE against Supplier. No right of either party to agree any amendment, variation, waiver or settlement under or arising from or in respect of the Contract, or to terminate it, shall be subject to the consent of any third party pursuant to the Contracts (Rights of Third Parties) Act 1999. |
| 13.1 | GPE may terminate the Contract with immediate effect by written notice to Supplier if: | 15.5 | Force Majeure. GPE shall not be liable to Supplier for any failure by GPE to take delivery of the Goods or accept the Services or any part thereof where this failure is caused by any circumstances beyond GPE's reasonable control. | 15.14 | Governing law and jurisdiction. The Contract and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with English Law. The parties submit to the exclusive jurisdiction of the English Courts. |
| 13.1.1 | Supplier is in material breach of any of its obligations under the Contract which: (i) is not capable of remedy; or (ii) is capable of remedy, but has not been remedied to the satisfaction of GPE within 14 days of receipt of written notice of the breach; | 15.6 | Assignment. Supplier shall not, without the prior written consent of GPE, assign, novate or subcontract the whole or any part of the Contract, or any of its rights under or interest in it. | | |
| 13.1.2 | a change of Control occurs in relation to Supplier; | 15.7 | Subcontracting. Supplier shall not subcontract performance of the Services without the prior written consent of GPE (not to be unreasonably withheld). Supplier shall ensure all subcontractors comply with the relevant provisions of the Contract and shall be liable for all acts and omissions of its subcontractors and those engaged by them as if they were its own. | | |
| 13.1.3 | if Supplier is an individual or partnership, Supplier becomes subject to bankruptcy proceedings; | 15.8 | Ethical business. Supplier shall: | | |
| 13.1.4 | if Supplier is a company, an Insolvency Event occurs in relation to it; or | 15.8.1 | comply, and procure that all Supplier Personnel comply, with Anti-Slavery Law and Anti-Bribery Law and the GPE Supplier Code of Conduct, as relevant to the Goods, the Services and Deliverables provided by Supplier and the activities of Supplier and GPE under the Contract; | | |
| 13.1.5 | Supplier ceases or threatens to cease trading or becomes insolvent, or GPE believes on reasonable grounds that such circumstances exist. | 15.8.2 | ensure its directors, officers, agents and all other Supplier Personnel have been and are on an on-going basis given adequate training and informed of their obligations in relation to Anti-Bribery Law and Anti-Slavery Law; | | |
| 13.2 | GPE may terminate the Contract at any time without cause by giving at least 30 days written notice of termination to Supplier. | 15.8.3 | ensure it has in place adequate policies and procedures in relation to business ethics and conduct, including on reporting and investigating suspected | | |
| 13.3 | Following termination of the Contract by GPE under Clause 13.2 , Supplier shall only be entitled to be paid for Goods actually supplied and / or Services actually and properly performed at the date of termination, but such payment shall not include loss of anticipated profits or any consequential loss. | | | | |
| 13.4 | In the event of termination under this Clause 13 , GPE shall not be liable for payment for unperformed Services or undelivered Goods. | | | | |
| 13.5 | Within five Business Days after termination or expiry of the Contract Supplier shall (except to the extent otherwise required by Applicable Law) return to GPE, or at GPE's election permanently and securely destroy, all Confidential Information in its (or its subcontractors') possession or control. | | | | |
| 13.6 | Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at | | | | |