

Conditions of Purchase relating to Works, Services, Goods and other Supplies

The following terms and conditions (“**Conditions**”) apply to any works, services, goods or other supplies bought through an electronic purchase order (“**PO**”) issued by The Royal Household (“**TRH**”).

Publication Date

03 October 2022

Version: 2

1 Contract

1.1 In these Conditions:

- (a) “**Contract**” means the contract formed by the PO and these Conditions.
- (b) “**Supplier**” means the entity so identified in the PO.
- (c) “**Supply**” means the works, services, goods and/or other supplies referred to in the “Description” section of the PO and includes any part, instalment or consignment of such works, services, goods and/or other supplies.
- (d) TRH acts as agent for His Majesty The King, The Royal Collection Trust, Royal Collection Enterprises Limited and/or any Member of the Royal Family, whether or not disclosed to the Supplier.

1.2 Any reference in these Conditions to the relevant PO shall be deemed to include any later replacement or amendment of that PO and all of its attachments.

1.3 No addition, alteration or substitution of these Conditions will bind TRH or form part of the Contract unless that addition, alteration or substitution is expressly set out in the relevant PO or any express amendment of it.

1.4 These Conditions are without prejudice to any other rights and remedies to which TRH may be entitled in relation to the Supply under any applicable law.

1.5 The Contract and any non-contractual obligations arising under or in connection with it shall in all respects be governed by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising in connection with the Contract and any non-contractual obligations arising under or in connection with it, save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

2 Delivery

2.1 The Supplier shall deliver the Supply on the date(s) and time(s) and at the place(s) stated in the PO. Unless otherwise stated in the PO, delivery must take place on a working day and during normal working hours.

2.2 Time is of the essence in relation to the delivery of the Supply.

2.3 The Supplier shall ensure that each delivery is accompanied by a delivery note or similar document approved by TRH. Each such delivery note shall become the property of TRH.

2.4 Without prejudice to TRH’s right of rejection under Condition 4.2, property and risk in the Supply shall pass to TRH on delivery.

3 Performance

3.1 The Supplier shall comply with all instructions and directions given to it by TRH on any matter connected with the Supply.

3.2 The Supplier warrants that it has exercised and will continue to exercise in relation to the Supply all the reasonable skill and care to be expected of a properly qualified and competent person experienced in providing goods and/or services similar to the Supply.

3.3 The Supplier shall comply and shall procure compliance by each of the Supplier’s employees, sub-contractors and suppliers engaged in relation to the Supply with all applicable statutory requirements relevant to the Supply, in particular:

(a) the Bribery Act 2010 and any anti-corruption laws and regulations from time to time in force in any jurisdiction which may apply to the Supplier or any anti-corruption policies implemented by TRH and made known to the Supplier ("**Anti-Corruption Laws**"); and

(b) all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015 ("**Anti-Slavery Laws**").

3.4 The Supplier shall in relation to the Supply engage competent, honest and experienced personnel.

3.5 The Supplier shall ensure that whilst any of its employees, sub-contractors and suppliers are on TRH premises those persons shall abide by all behavioural requirements and all rules as to security, health and safety notified to the Supplier from time to time.

3.6 TRH may request the removal of any person engaged in any activities on TRH premises relating to the Supply if, in the reasonable opinion of TRH, the performance or conduct of such person is or has been unsatisfactory. The Supplier shall promptly comply with any such instruction.

3.7 TRH may audit the Supplier's records to verify compliance with any provision of the Contract.

4 Specifications, Quality Tests, Rejection

4.1 The Supplier warrants that the Supply will:

(a) conform in all respects with any drawings, specifications and other requirements or descriptions stated in the PO;

(b) be fit for purpose and of satisfactory quality;

(c) be free from defects and of sound materials and workmanship;

(d) conform with relevant samples provided by or accepted by TRH;

(e) comply with any appropriate British standard or relevant EU equivalent current at the date of the PO; and

(f) not breach the intellectual property rights of any third party.

4.2 TRH shall be entitled to reject the Supply if it does not conform with the requirements of the Contract. If by the nature of the Supply any defects therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any reasonable examination) until after commencement of use, TRH may exercise its right to reject such Supply once the defects or failure have become apparent. TRH may exercise its rights of rejection notwithstanding any provision contained in Section 11 or 35 of the Sale of Goods Act 1979 or any similar legislation.

4.3 If any Supply is rejected under Condition 4.2 then at the option of TRH:

(a) all rejected items forming part of the Supply will be returned to the Supplier at the Supplier's expense;

(b) the Supplier shall at its own expense replace or re-perform any such Supply; and/or

(c) TRH may cancel the PO as provided in Condition 7 in respect of the whole or any part of the Supply.

4.4 Signature on behalf of TRH of any delivery note or other documentation presented by the Supplier in connection with any Supply is evidence only of receipt. It is not evidence that the correct quantity or number of items has been delivered or that the Supply is otherwise compliant with the Contract.

5 Price and Payment

5.1 Following satisfactory completion of the Supply TRH will pay to the Supplier the price stated in the PO) on submission of a priced VAT invoice (including or accompanied by any accompanying documentation specified in the PO, addressed to the [TRH Accounts Payable Department or the department, which originated the PO]. Payment shall be due within 30 days of the receipt by TRH of an invoice which complies with these requirements.

5.2 Any amount properly due to the Supplier under the Contract which is not paid within the 30 day period stated in Condition 5.1 shall carry interest at the rate of 3% above the base rate from time to time of the Bank of England for the period between the final date for payment and the date on which payment is made.

- 5.3 Payment by TRH shall not imply acceptance of any Supply or treated as evidence that the correct quantity or number of items has been delivered or that the Supply is otherwise compliant with the Contract.
- 5.4 TRH shall be entitled to withhold payment against any invoice which is not submitted in accordance with these Conditions or which covers or relates to any Supply which is not in accordance with these Conditions.
- 5.5 [Any variation in the price specified must be approved by TRH before delivery of the Supply.]

6 Indemnities, Third Party Liabilities

- 6.1 The Supplier shall indemnify TRH against all losses, actions, costs, claims, demands, expenses and any liabilities whatsoever which TRH may incur either at common law or under statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of default or neglect by TRH or any person for whom TRH acts as agent) which shall have occurred in connection with any action by the Supplier in connection with the PO or shall be alleged to be attributable to some defect or deficiency in the Supply.
- 6.2 The Supplier shall indemnify TRH against any and all losses, actions, costs, claims, demands, expenses and any liabilities whatsoever caused to TRH whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by the supplier of these Conditions or of any terms or obligations on the Supplier's part implied by the Sale of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to Supply. This indemnity shall not be prejudiced or waived by any exercise of TRH's rights under Condition 4.
- 6.3 The Supplier shall indemnify TRH against any and all losses, actions, costs, claims, demands, expenses and any liabilities whatsoever caused to TRH whether directly, or as a result of the action, claim or demand of any third party by reason of any breach of that party's intellectual property rights by the Supplier in relation to the Supply.
- 6.4 Whenever any sum of money is recoverable from or payable by the Supplier to TRH as a result of the operation of any of these Conditions or any breach of the Contract by the Supplier, such sum may be deducted by TRH from any sum then due or which at any time thereafter may become due to the Supplier under any other PO or transaction placed or entered into by TRH with the Supplier.

7 Cancellation

- 7.1 TRH reserves the right to cancel the whole or any part of any Supply if:
- (a) the Supply is not completed in all respects in accordance with the instructions and specifications stated in the Contract, in particular (but without prejudice to the generality of the foregoing) with Conditions 2, 3.3 and 4.1 for which compliance by the Supplier is of the essence;
 - (b) if the Supplier or any of the Supplier's employees, sub-contractors or suppliers has done, or permitted to be done, anything which:
 - (i) is in breach, or likely to be in breach, of any Anti-Corruption Laws) or will result, or is likely to result, in TRH (or any person for whom TRH acts as agent) being in breach of any Anti-Corruption Laws;
 - (ii) is in breach, or likely to be in breach, of any Anti-Slavery Laws) or will result, or is likely to result, in TRH (or any person for whom TRH acts as agent) being in breach of any Anti-Slavery Laws;
 - (iii) is otherwise in breach of the Contract in a manner that has had or may reasonably be expected to have an adverse impact of the reputation of TRH, any Member of the Royal Family or any person for whom TRH acts as agent; or
 - (c) if the Supplier becomes bankrupt or insolvent, enters into administration or there is appointed an administrative receiver or manager of its property, or there is a passing of a resolution for voluntary winding-up without a declaration of solvency or upon the making of a winding-up order.
- 7.2 In the event of TRH cancelling any Supply TRH shall be entitled to purchase from a third party a like quantity of works, services, goods or other supplies of similar description and quality, or a reasonable alternative thereto, bearing in mind TRH's need to take delivery of the relevant works, services, goods or other supplies by the date specified, and in that event the Supplier shall be liable to reimburse to TRH on demand all expenditure whatsoever incurred by TRH in connection with TRH's cancellation of the Supply, including any increase in the price of the relevant works, services, goods or other supplies.

8 Health and Safety

8.1 The Supplier shall be responsible for the observance of any duties and/or other requirements set out in any health and safety legislation and ensure the completion of any necessary risk assessment, or plan or similar documents necessary. Copies of any such documentation shall be provided to the officer authorising the PO.

8.2 The Supplier shall observe the requirements of UK legislation and any relevant international agreements relating to the packing, labelling and carriage of hazardous materials. All information held by or reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport handling or use of the supply supplied shall be promptly communicated to TRH prior to delivery.

9 Confidentiality and disclosure of information

9.1 The Supplier shall (and shall ensure that its employees, sub-contractors and suppliers shall) keep confidential all matters relating to the Contract and the Supply. The Supplier shall indemnify TRH and any person for whom TRH acts as agent against all losses, actions, costs, claims, demands, expenses and any liabilities whatsoever which TRH or any such person may incur as a consequence of any breach of this obligation.

9.2 The Supplier shall arrange for any person engaged directly or indirectly by the Supplier in relation to the Supply to sign a non-disclosure agreement in the form provided by TRH to the Supplier, prior to carrying out any work or activity in relation to the Supply.

9.3 The Supplier acknowledges that nothing in the Contract either expressly or by implication constitutes an endorsement by TRH (or any person for whom TRH acts as agent) of any products or services of the Supplier. The Supplier agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

9.4 The Supplier shall not without the express prior written consent of TRH:

(a) publish any articles, photographs or other illustrations relating to the Supply in any way publication or website or on any social media platform;

(b) disclose to any person, publication, journal or newspaper or any radio or television programme any information about the Supply; or

(c) use any name, 'branding' or image relating to TRH (such as the Royal Crest) or any Member of the Royal Family in any promotion or marketing or announcement of orders.

9.5 The Supplier shall comply, and shall ensure that all of its employees, sub-contractors and suppliers involved in relation to the Supply comply with TRH social media policy current from time to time, as disclosed to the Supplier.

9.6 The Supplier acknowledges that TRH is not subject to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004. Therefore, if the Supplier receives a request purporting to be a Request for Information relating to TRH or the Supply:

(a) the Supplier shall notify TRH of such request; and

(b) the Supplier shall not disclose any information in any format in response to such request.

9.7 The Supplier shall ensure that all of its employees, sub-contractors and suppliers observe the requirements of this Condition 9.

10 Data Protection

10.1 For the purposes of this Condition 10:

(a) **Data Protection Legislation** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party];

(b) **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

(c) all other terms and expressions are used in the manner defined in the Data Protection Legislation; and

(d) for the purposes of the Data Protection Legislation, TRH is the “Controller” and the Supplier is the “Processor”.

10.2 TRH and the Supplier will comply with all applicable requirements of the Data Protection Legislation.

10.3 Without prejudice to the generality of Condition 10.2, the Supplier shall, in relation to any Personal Data relating to the Supply:

- (a) process that Personal Data only on the documented written instructions of TRH unless the Supplier is required by Applicable Laws to process that Personal Data in any other manner;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by TRH, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of TRH has been obtained and the following conditions are fulfilled:
 - (i) TRH or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by TRH with respect to the processing of the Personal Data;
- (e) assist TRH, at TRH's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify TRH without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of TRH, delete or return Personal Data and copies thereof to TRH on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Condition 11 and immediately inform TRH if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

10.3.2 TRH does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.

10.3.3 TRH may, at any time on not less than 30 days' notice, revise this Condition 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11 General

11.1 The Contract represents the entire agreement between TRH and the Supplier in relation to the Supply. The Supplier confirms that in entering into the Contract the Supplier has not relied upon any warranty, representation, agreement, statement or undertaking other than as are expressly set out in the Contract.

11.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Contract is not intended to, and does not give any person who is not party to it any right to enforce any of its provisions.

- 11.3 Any notice or other communication required to be given or sent to TRH or to the Supplier under these Conditions shall be sufficiently given or sent:
- (a) to TRH by prepaid first class recorded delivery post to TRH addressed to the [Accounts Payable Department Address stated overleaf][RH Finance Department at the address stated on the PO];
 - (b) to the Supplier at the last known place of business or in the case of a company its registered office.
- 11.4 The Supplier shall not assign, sub-let or purport to assign or sub-let the whole or any part of the contract formed by the PO and these Conditions to any person whatsoever without the prior written agreement of TRH.
- 11.5 Neither the Supplier nor any of its employees or subcontractors are, and in no circumstances shall purport to be, the servants or agents of TRH. In particular:
- (a) neither the Supplier nor its employees or subcontractors are, and in no circumstances shall purport to be, authorised to enter into any contract or agreement on behalf of TRH (or any person for whom TRH acts as agent) or in any way bind TRH (or any such person) to the performance variation release or discharge of any obligation;
 - (b) neither the Supplier nor its employees or subcontractors shall make or purport to make any representation on behalf of TRH (or any person for whom TRH acts as agent).
- 11.6 If any provision of the contract formed by the PO and these Conditions shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of the Contract all of which shall remain in full force and effect.
- 11.7 Failure by TRH at any time to enforce provisions of the Contract of any part thereof shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part or the right of TRH to enforce any provision in accordance with its terms.