



## Standard Terms and Conditions

This Contract sets out the terms on which **HOME GROUP LIMITED**, a registered society under the Co-operative and Community Benefit Societies Act 2014 (registered number 22981R). It has charitable status but is exempt from registration with the Charity Commission – it is a ‘charity’ but not a ‘registered charity’. Home Group Limited is also a Registered Provider of Social Housing and is registered with the Regulator of Social Housing under number L3076. The registered address is One Strawberry Lane, Newcastle upon Tyne, NE1 4BX (“HGL”) will buy certain goods and/or services from the company or person named in the Purchase Order (“**Supplier**”) (each “**a Party**” and together “**the Parties**”).

### 1. Definitions

The following definitions apply to this Contract.

**Approval** means the written approval of an authorised representative of HGL.

**Charges** the payment HGL will make to the Supplier in return for the Supplier providing the Goods and/or Services.

**Commencement Date** the date of HGL’s Purchase Order or the date on which the Supplier begins supplying the Goods and/or Services to HGL, whichever date is the earliest.

**Confidential Information** any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential, including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual

Property Rights, know-how, or information relating to either Party’s personnel, customers, clients and suppliers.

**Consents** means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorisations required by law and all necessary consents and agreements from third parties needed to supply the Goods and/or Services under this Contract.

**Contract** these terms and conditions together with the Purchase Order and any Specification.

**DPL** means, up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (unless and until it is no longer directly applicable in the UK), the General Data Protection Regulations 2016/679 and any material implementing laws, regulations, secondary or subordinate legislation in force and as amended or updated from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation

**Default Notice** a notice setting out the default and, if the default can be put right, the action needed to put it right and the timescale within which it must be put right.

**Delivery Address** the address stated on the Purchase Order.

**Environmental Information Regulations** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

**Force Majeure Event** acts of war, government decision, riots, civil commotion and any event or circumstance which is beyond the Parties

control but excluding any strike or labour dispute of the Supplier's staff or any of its subcontractors failing to provide the Goods and/or Services.

**Fraud** any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud HGL.

**Goods** all goods, materials or articles which HGL asks the Supplier to provide to HGL under this Contract as set out in the Purchase Order and/or the Specification (as applicable).

**Group** in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of that Group.

**Guidance** means any guidance issued or updated by the UK Government from time to time in relation to the Procurement Act 2023.

**Intellectual Property Rights** all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in Confidential Information, (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**PPN** means a document that communicates the UK Government's procurement policies, procedures guidance, best practice and requirements for public sector procurement, also known as a procurement policy note.

**Procurement Act 2023** means the legislation passed by UK Parliament in relation to public procurements in effect

from 24 February 2025 and applying to all new procurement processes including any subordinate legislation in force from time to time and any guidance and/or codes of practice issued by a relevant Government department in relation to such legislation.

**Purchase Order** any order which is placed on HGL's official order form and to which these terms and conditions apply.

**Purchase to Pay System** the system used by HGL to manage Purchase Orders and invoices to which these terms and conditions apply.

**Property(ies)** the places where the Supplier will carry out the Services or deliver the Goods which are set out in the Specification or the Purchase Order (as applicable).

**Regulatory Body** an organisation which is set up either by law or in some other way, and whose regulatory powers apply to either of the Parties.

**Requests for Information** means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

**Services** the services to be provided by the Supplier to HGL under this Contract which are described in the Purchase Order and/or the Specification (as applicable).

**Specification** the description included in the Purchase Order or any other written description HGL may have provided setting out the type of Goods and/or Services the Supplier will provide and the standard of the Goods and/or Services the Supplier will deliver under this Contract.

**"Subsidiary or Subsidiaries"** means a subsidiary or the subsidiaries of HGL in accordance with Section 100 of the Co-Operative and Community Benefit Societies Act 2014.

**"Transparency Information"** means  
(a) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time;  
(b) any information or notices, permitted

or required to be published by the Procurement Act 2023, any regulations published under it, and any PPNs, subject to any exemptions set out in sections 94 and 99 of the Procurement Act 2023, which shall be determined by HGL, taking into consideration any information which is Confidential Information; and

(c) any information about the Contract, including the content (including Key Performance Indicator information), and any changes agreed from time to time, as well as any information relating to the Goods and/or Services and performance required to be disclosed under FOIA, subject to any exemptions, which shall be determined by HGL, taking into consideration any information which is Confidential Information

**TUPE** the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time.

**VAT** Value added tax.

**Working Day(s)** between 9:00am and 5:30pm Monday to Friday, but not including any days which are bank holidays or public holidays in the United Kingdom.

## **2. Ordering of Goods and Services**

- 2.1. HGL will place any orders for Goods and/or Services in writing using a Purchase Order through the Purchase to Pay System which will set out the Goods and/or Services HGL require from the Supplier and the dates on which HGL require them from the Supplier.
- 2.2. If HGL places a Purchase Order with the Supplier this will constitute an offer by HGL to buy the Goods and/or Services from the Supplier subject to this Contract. If there is no Purchase Order relating to the Goods and/or Services, HGL is not under any obligation to pay for the Goods and/or Services under this Contract. The Supplier must be registered on the Purchase to Pay System.
- 2.3. These terms and conditions will apply to the Contract between the Parties and no other terms or conditions on any quotation or any other document the Supplier has given to HGL, will apply to the

provision of the Goods and/or Services under this Contract.

- 2.4. The Supplier must raise any queries with HGL's Purchase Order in writing within seven (7) days of the date of HGL's Purchase Order otherwise HGL will be entitled to treat the Purchase Order as accepted by the Supplier. Delivery of the Goods or performance of the Services will also be deemed to constitute acceptance of the Purchase Order.
- 2.5. No Purchase Order or variation to a Purchase Order or to these terms and conditions will be binding on the Parties unless they are issued or confirmed on HGL's official printed order forms and approved by an authorised representative of HGL.

## **3. Start and length of this Contract**

- 3.1. This Contract will start on the Commencement Date and will continue in force until the date on which the Supplier has delivered the Goods and/or completed the Services in accordance with all Purchase Orders and/or Specifications (as applicable); or the date on which either Party ends the Contract under clause 18 (Termination), whichever event happens earliest.

## **4. Your Responsibilities**

- 4.1. The responsibilities in clauses 4.2 to 4.4 below (inclusive) are conditions of this Contract.
- 4.2. The Supplier will provide the Goods and/or Services to HGL with reasonable skill and care.
- 4.3. When providing the Goods and/or Services, the Supplier will:
  - a) employ enough people, with suitable ability, skill, knowledge, training and experience to properly provide the Goods and/or supervise the Services;
  - b) follow all codes of practice, performance ratings and quality standards applicable to the Goods and/or Services;
  - c) act in accordance with all legal regulations which apply to the Goods and/or

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- Services at the relevant time;
- d) comply with HGL's Supplier Code of Conduct to ensure slavery and human trafficking is not taking place in the provision of the Goods and/or Services.
- 4.4. The Supplier will either have in place or will ensure that it complies with HGL's relevant policies, procedures and codes of conduct (collectively referred to as "Policies" for the purpose of this clause 4.4), including but not limited to those relating to anti-bribery, anti-fraud, gifts and hospitality, whistle-blowing, data protection, environmental issues, health and safety, equality and diversity and modern slavery. HGL will either request to see and approve the Supplier's Policies or will provide the Supplier with copies of HGL's relevant Policies upon request, as appropriate.
- 4.5. The Supplier will ensure that its staff, volunteers and permitted subcontractors are aware of and comply with their responsibilities under all policies and procedures within this Contract as well as any legal requirements which relate to the Goods and/or Services.
- 4.6. The Supplier must provide the Goods and/or Services at the location, on the dates and in the manner stated in the Purchase Order or the Specification (as applicable).
- 4.7. The Supplier will appoint a Contract Manager in accordance with clause 8 (Contract Management) of this Contract, who will be responsible for ensuring fulfilment of this Contract by the Supplier and who will be available to help if HGL have any issues or queries relating to the Goods and/or Services.
- 4.8. The Supplier warrants to HGL that:
- a) it has full capacity and authority and all necessary Consents to enter into this Contract;
- b) in entering into this Contract it has not committed any Fraud;
- c) it has not engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, nor has it been subjected to any investigations relating to the same and has in place its own policies and procedures to ensure compliance with the Bribery Act 2010;
- d) it has in place a protective marking or security policy acceptable to HGL;
- e) it has taken appropriate steps to ensure that its business and supply chains are free from slavery and human trafficking;
- f) it owns or has obtained valid licences for all Intellectual Property Rights necessary for the performance of this Contract;
- g) it maintains adequate insurance cover against all losses, liabilities and risks normally insured by a person carrying out the same business as the Supplier;
- h) it is not subject to any litigation or contractual obligation which is likely to have an adverse effect on its ability to perform obligations under this Contract; and
- i) no proceedings or other steps have been taken (nor to the best of its knowledge are threatened) for the winding up of the Supplier, or its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Suppliers assets or revenue.
- 4.9. Without prejudice to the right of HGL to claim on any other basis or take advantage of any other remedies available to it, if any warranty set out in clause 4.8 is

breached or proves to be untrue or misleading, the Supplier shall pay to HGL on demand the amount necessary to put HGL into the position they would have been in had the warranty not been breached or had not been untrue or misleading, including without limitation, all costs, expenses, damages, reasonable legal fees and costs incurred by HGL as a result of such breach or the warranty being untrue or misleading

4.10. The Supplier will assist HGL to comply with any regulatory or voluntary environmental sustainability returns which allow HG to calculate carbon emissions and other environmental metrics.

4.11. Where Goods and/or Services are provided pursuant to the Procurement Act 2023, the Supplier shall:

- a) Comply with The Procurement Act 2023;
- b) Comply with all applicable Guidance and PPNs;
- c) Comply with all reasonable requests for Transparency Information at no additional cost to HGL; and/or
- d) Ensure all invoices contain the minimum required information set out in Section 68(9) and/or Section 88(7) of the Procurement Act 2023.

## 5. Our Responsibilities

5.1. In order to help the Supplier provide the Goods and/or Services HGL will:

- a) provide the Supplier with access to the Properties as it may reasonably need and at the times the Parties agree;
- b) tell the Supplier about any health and safety rules and regulations and any other reasonable security requirements that apply at any of the Properties; and
- c) appoint a Contract Manager in accordance with clause 8 (Contract Management) of this Contract, who will be available to help the Supplier if it has any issues

or queries relating to the Goods and/or Services.

## 6. Terms relating to Goods

6.1. The Supplier must:

6.1.1 comply with all applicable laws and regulations concerning the manufacture, packaging, packing and delivery of the Goods;

6.1.2 allow HGL to inspect or test the Goods during manufacture, processing or storage at the Supplier's premises or the premises of any supplier, but HGL will only carry out any inspection or testing at reasonable times;

6.1.3 mark the Goods in accordance with HGL's instructions and any applicable laws and regulations and pack and secure them so that that they reach the Delivery Address in an undamaged condition;

6.1.4 supply HGL with any instructions or other information which HGL may need to accept delivery of the Goods and to make use of the Goods;

6.2. HGL will be entitled to reject any Goods delivered to it which are not in accordance with this Contract, and HGL will not be deemed to have accepted any Goods until it has had a reasonable time to inspect them after they have been delivered to the Delivery Address.

6.3. Where the Supplier cannot give HGL the date for delivery of the Goods until after HGL has placed a Purchase Order, the Supplier must give HGL reasonable advance notice of the date for delivery.

6.4. HGL may not accept any invoices for partial delivery of the Goods.

6.5. Risk of, damage to or loss of the Goods will pass to HGL on delivery to the Delivery Address and acceptance of the Goods by HGL.

6.6. Ownership of the whole of the Goods will pass to HGL upon delivery to the Delivery Address, unless HGL pays the Supplier for

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- the Goods before delivery, in which case it will pass to HGL once HGL has paid for the Goods concerned.
- 6.7. The Supplier warrants to HGL that the Goods:
- 6.7.1 will be of satisfactory quality and fit for any purpose the Supplier has told HGL they will be fit for or which HGL has set out in its Purchase Order;
  - 6.7.2 will be free from defects in design, material and workmanship;
  - 6.7.3 will correspond with the Specification (where relevant); and;
  - 6.7.4 will comply with all legal requirements and regulations relating to the sale of goods.
- 7. Invoicing and payments**
- 7.1. In return for the Supplier carrying out its obligations under this Contract and subject to clause 2.2 above, HGL will pay the Supplier the Charges.
- 7.2. The Charges will be as set out in the Purchase Order.
- 7.3. Where the Supplier submits an invoice to HGL, HGL will pay the Supplier the Charges each month in arrears, within thirty (30) days of a valid invoice.
- 7.4. Any invoice the Supplier sends to HGL must quote the Purchase Order number otherwise HGL will not pay the invoice.
- 7.5. The Charges include all materials, equipment, packaging, insurance, storage and delivery and the Supplier will not charge HGL for any extra costs or expenses whatsoever unless they are agreed in advance with HGL's Contract Manager.
- 7.6. The Charges do not include VAT. If VAT is due, HGL will pay this on top of the Charges, if the Supplier provides HGL with a valid VAT invoice.
- 7.7. The Charges will not be varied while this Contract is in force unless HGL agree in writing to a different price for the Goods and/or Services.
- 7.8. If HGL has not paid the Supplier the Charges within thirty (30) days of a valid invoice, the Supplier may charge HGL interest on the amount of any late payment (unless HGL disagrees with the unpaid amount). The interest will be worked out every day, from the date HGL should have paid the Charges to the date when HGL actually make the payment. The interest rate that will apply will be two per cent (2%) over the base rate of Barclays Bank plc.
- 7.9. If any query about mistakes in the Charges cannot be settled within twenty (20) Working Days of either Party raising the query, either Party may ask for the matter to be dealt with under clause 21 (Disputes) and an appropriate adjustment to the Charges will be made once the disagreement is settled or decided.
- 7.10. HGL will be entitled to set off any sums the Supplier owes to HGL against the Charges.
- 7.12. The Supplier must ensure that any sub-contract for the Goods and/or Services contains payment provisions reflecting those in clause 7.3 above.
- 7.13. The Supplier warrants to HGL that the information provided to HGL is consistent with the Suppliers own internal records.
- 8. Contract Management**
- 8.1. From the Commencement Date the Parties must both appoint a person who can enforce the rights and powers under this Contract and this person will be called the "Contract Manager".
- 8.2. At the date of the Purchase Order, the Parties will provide each other with details in writing of the people appointed to act as Contract Managers, including their name, email address and contact telephone number. If HGL has not provided details of a Contract Manager, then the preparer named on the Purchase Order will be deemed to be HGL's Contract Manager.
- 8.3. Either Party will be entitled to change the Contract Manager at

- any time, but at least five (5) Working Days' notice in writing must be given unless, for reasons beyond either Party's control, this is not possible in which case notice must be given as early as possible.
- 8.4. The Contract Manager must make sure they share appropriate information about the quality standards and reporting requirements of this Contract with the staff who are connected with the Contract.
- 9. Legal duties**
- 9.1. The Supplier must fully co-operate with HGL when HGL are carrying out any legal duty and give HGL any information or help it may need, as long as HGL has given the Supplier reasonable notice.
- 9.2. For example, the Supplier must allow HGL's employees or authorised agents to:
- speaking to the Supplier's employees; and
  - looking at all the information, reports, financial accounts, documents and records the Supplier has or has access to; who or which are relevant to this Contract or the Goods and/or Services.
- 9.3. The Supplier must also allow HGL to take copies of the information referred to in clause 9.2.b) above.
- 9.4. HGL will treat any information the Supplier provides under this clause 9 as Confidential Information.
- 10. Audit and information**
- 10.1. The Supplier shall keep and maintain until six (6) years after the Contract has ended or for such other period as HGL may agree with the Supplier, accurate, up-to-date and complete records relating to the Supplier's obligations under this Contract ("Records").
- 10.2. At HGL's reasonable request the Supplier must provide HGL with all Records which HGL may ask for to assess how the Supplier is performing its obligations under this Contract.
- 10.3. The Supplier must tell HGL if, in relation to the Supplier or any member of its Group, there is:
- a change in who controls most of the shares in, or the voting rights among shareholders or members;
  - a change of control within the meaning of Section 1124 of the Corporation Taxes Act 2010;
  - a merger with another organisation;
  - a transfer of activities to another organisation;
  - a transfer of business to another organisation;
  - an inquiry by a Regulatory Body into the affairs as a result of any misconduct or mismanagement; or
  - a withdrawal or cancellation (or threatened withdrawal or cancellation) of any registration required to provide any of the Goods and/or Services.
- 10.4. Failure to comply with clauses 10.1 and 10.2 above may at HGL's discretion result in termination of the Contract in accordance with clause 18.2 (material default).
- 10.5. HGL may terminate this Contract with immediate effect by giving notice in writing to the Supplier within 6 months of:
- being notified that an event in clause 10.3 has occurred; or
  - where no notification of an event in clause 10.3 has been made, the date that the Supplier becomes aware of the event;
- but HGL shall not be permitted to terminate where an Approval was granted prior to an event in clause 10.3.
- 10.6. The Supplier will allow HGL to carry out any audits and on-site assessments (at HGL's discretion) and provide access to the Supplier's staff (at reasonable times) to allow HGL to determine whether the Supplier is involved in any modern slavery.
- 11. Data Protection**
- 11.1. For the purposes of this Clause, the terms "Data Controller", "Data Processor", "Data Subject"

- "Personal Data", "Process", "Processing" and "Sensitive Personal Data" shall have the meaning prescribed under the DPL.
- 11.2. In performing its obligations under this Contract, the Supplier agrees to comply with the DPL as it applies to the Goods and/or Services provided under this Contract and agrees to comply with the provisions of Annex A of this Contract (GDPR).
- 12. Health and safety**
- 12.1. The Supplier must protect the health, safety and wellbeing of its staff, volunteers and sub-contractors at all times. The Supplier must follow the conditions of the Health and Safety at Work Act 1974, and any other health and safety regulations and codes of practice in force at the relevant time.
- 12.2. The Supplier must ensure that its staff observe all health and safety rules and regulations and any other security requirements HGL informs the Supplier about (which must be reasonable) at any of HGL's premises or any of the Properties.
- 13. Confidentiality and Freedom of Information**
- 13.1. The Parties must do all they can to make sure that they (and any person employed or appointed to provide the Goods and/or Services) will:
- only use Confidential Information for the purposes of this Contract; and
  - not release any Confidential Information to anyone else without the other Party's permission in writing (which HGL will be entitled to refuse without giving any reason).
- 13.2. The Parties can release Confidential Information to any consultant, contractor or other person involved with this Contract or who is involved in providing the Goods and/or Services, as long as the party releasing the information ensures that such persons are made aware of and comply with the provisions of this clause 13 and provided the Party releasing the information remains liable for any acts or omissions of their consultants, contractors or other persons that result in a breach of these confidentiality provisions.
- 13.3. The restrictions in clause 13.1 and 13.2 above will continue to apply after the Contract has come to an end, but they will not apply (whether while this Contract is in force or when it has ended) to information which:
- is available to the public (except if this is as a result of either Party breaching this clause);
  - either Party has to release by law;
  - was already in a Party's possession without any restriction as to its use;
  - either Party receives from someone else who is not restricted from disclosing it; or
  - a Party must release to a Regulatory Body.
- 13.4. The Parties agree that Transparency Information is not Confidential Information.
- 13.5. The Supplier acknowledges that HGL may be subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with HGL to enable HGL to comply with its Information disclosure obligations.
- 13.6. The Supplier shall and shall procure that its Sub-Contractors shall:
- transfer to HGL all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
  - provide HGL with a copy of all Information in its possession, or power in the form that HGL requires within five (5) Working Days (or such other period as HGL may specify) of HGL's request; and



- c) provide all necessary assistance as reasonably requested by HGL to enable HGL to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 13.7. HGL shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the information concerning or provided by the Supplier to HGL is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 13.8. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by HGL.
- 13.9. The Supplier acknowledges that (notwithstanding the provisions of Clause 13.1) HGL may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Goods and/or Services:
- 13.10. in certain circumstances without consulting the Supplier; or
- 13.11. following consultation with the Supplier and having taken its views into account;
- 13.12. provided always that where Clause 13.12 applies HGL shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- Freedom of Information - Scotland**
- 13.13. The Supplier acknowledges that HGL may be subject to the requirements of the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004 ("**Information Legislation**") and shall:
- 13.14. provide (at its own expense) all assistance and cooperation as reasonably requested by HGL to comply with its obligations under the Information Legislation;
- 13.15. transfer to HGL any request (or apparent request) for information under the Information Legislation (a "**Request for Information**") relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 13.16. provide HGL with a copy of all information belonging to HGL requested in a Request for Information which is in its possession or control in the form that HGL requires within 5 Working Days (or such other period that HGL may reasonably specify) of the Supplier's receipt of the Request for Information; and
- 13.17. not respond directly to a Request For Information unless authorised in writing to do so by HGL.
- 13.18. If the Supplier considers that all or any information provided to HGL under this Contract a "trade secret" in accordance with the Information Legislation or is commercially sensitive information, disclosure of which would be likely to prejudice the commercial interests of any party in accordance with the Information Legislation, or a duty of confidentiality applies under the Information Legislation, or is exempt by the operation of any other provision of the Information Legislation, the Supplier shall ensure that the relevant Information, the claimed exemption or exception and if a qualified exemption, its views on where the public interest lies, is clearly identified to HGL.
- 13.19. The Supplier acknowledges that HGL may be required under the Information Legislation to disclose information concerning the Supplier or the Goods and/or Services including information

which the Supplier may have identified to HGL in accordance with Clause 13.20 without consulting or obtaining consent from the Supplier. HGL shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with any relevant guidance issued under the Information Legislation) to the extent that it is permissible and reasonably practical for it to do so, but (notwithstanding any other provision in this Contract) HGL shall be responsible for determining in its absolute discretion whether any information relating to the Supplier or the Goods and/or Services is exempt from disclosure in accordance with the Information Legislation.

#### **14. Intellectual Property Rights**

14.1. Nothing in this Contract shall affect the ownership of any Intellectual Property Rights existing prior to the date of or generated outside the scope of this Contract, which the Parties may make available to each other. Any Intellectual Property created, generated or developed from the Goods and/or Services shall be owned by HGL, whether made by HGL, by the Supplier or by both Parties together and the Supplier agrees that it will sign any deeds or documents which may be necessary to transfer any Intellectual Property Rights in the Goods and/or Services to HGL.

14.2. If any Intellectual Property Rights which HGL needs to use in respect of the Goods and/or Services are owned by a third party and the Supplier is unable to transfer them to HGL, the Supplier agrees that it will grant HGL a licence to use such Intellectual Property Rights, or obtain permission from the third party for HGL to use such Intellectual Property Rights without charge and with no limit in time for the purpose of using the Goods and/or Services.

14.3. The Supplier shall indemnify and keep HGL, its employees and

agents indemnified at all times from and against all actions, claims, demands, proceedings, damages, costs and expenses (including reasonable legal costs) in consequence of or in connection with any alleged or actual infringement (whether or not under English law) of any third party's Intellectual Property Rights or other rights arising out of the supply of the Goods and/or Services.

14.4. The Supplier agrees that if HGL receives a claim from any third party claiming that the Supplier has passed on their Intellectual Property Rights illegally or without permission, the Supplier will pay HGL the amount of money which is claimed from HGL by the third party without HGL having to take the Supplier to court to enforce this right. Any claim HGL may make from the Supplier under this clause 14 will be unlimited in value.

#### **15. Insurance**

15.1. The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier arising out of its performance of this Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

15.2. The Supplier shall hold employer's liability insurance in respect of staff in accordance with any legal requirement for the time being in force.

15.3. The Supplier shall give HGL, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest

- premiums due under those policies.
- 15.4. If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the Contract, HGL may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 15.5. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the Supplier's responsibility to determine the amount of insurance cover that will be adequate to enable it to satisfy any liability referred to in clauses 15.1 and 15.2 above.
- 15.6. Where relevant to the Services provided, the Supplier shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or subcontractors involved in the provision of the Services hold and maintain appropriate cover. Such insurance shall be maintained for a minimum of six (6) years following the expiration or earlier termination of the Contract.

## **16. Liabilities**

- 16.1. Neither Party excludes or limits its liability for:
- a) death or personal injury caused by negligence;
  - b) Fraud or fraudulent misrepresentation;
  - c) breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 16.2. Subject to clause 16.4, the Supplier shall indemnify and keep HGL, its employees and agents indemnified at all times from and against all losses, liabilities, actions, claims, demands, proceedings, damages, costs and expenses (including reasonable legal costs), whether arising under statute, contract or at common law in consequence of or arising in connection with the provision of the Goods and/or Services, unless

they have been caused by the negligence of HGL.

- 16.3. Without prejudice to any other rights or remedies that HGL may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for breach of clause 13 (confidentiality) by the Supplier. Accordingly, HGL shall be entitled to the remedies of injunction, specific performance or other equitable relief for a breach of that clause.
- 16.4. Subject to clause 16.1 above, neither Party will be liable to the other for any:
- a) loss of profits;
  - b) loss of business;
  - c) loss of revenue;
  - d) loss of or damage to goodwill;
  - e) loss of savings (whether anticipated or otherwise); and/or
  - f) any indirect or consequential loss or damage.

## **17. Defaults**

- 17.1. If the Supplier breaches any of the terms of this Contract, HGL will be entitled to serve the Supplier with a Default Notice. This will not affect any of HGL's other rights, either under this Contract or by law.
- 17.2. If HGL serves the Supplier with a Default Notice which relates to a default that can be put right, the Default Notice will tell the Supplier what HGL considers the default to be and the timescale in which HGL expects the Supplier to put things right.
- 17.3. The Supplier will be entitled to apply clauses 17.1 and 17.2 above to HGL but if the default involves HGL failing to pay the Supplier the Charges on time, it must allow HGL a minimum of thirty (30) Working Days to rectify the position and pay the Charges.
- 17.4. If there is any disagreement between the Parties as to whether there has been a default, or about the action that needs to be taken or the timescale within which the action is to be taken, either Party can refer the matter for resolution in accordance with clause 21 (Disputes).

17.5. If a defaulting Party fails to put right a default within the timescale set out in any Default Notice or within the timescale specified in clause 17.3 above the non-defaulting Party will be entitled to end this Contract immediately by giving notice in writing.

## 18. Termination

18.1. A Party will be entitled to give the other Party notice ending this Contract immediately if:

- a) being an individual, the Party is declared bankrupt, or a bankruptcy petition is filed against the Party at court, or the Party tries to make an arrangement for the benefit of creditors;
- b) the Party is a corporate organisation and: has a receiver, administrative receiver or liquidator appointed; a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; a shareholders' meeting is convened for the purpose of considering a winding-up resolution or a winding-up resolution is passed; a winding-up petition is presented or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened; an application is made for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; is or becomes insolvent; being a "small company" within the meaning of Sections 382 and 284 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or any event similar to those listed in this clause 18.1.a) or 18.1.b) occurs

c) that other Party commits or causes anyone else to commit any criminal offence in providing the Goods and/or Services (except for any minor offence or minor traffic offence); or

d) in relation to any contract that other Party, or any person employed by that Party or acting on its behalf, commits an offence under the Prevention of Corruption Acts 1889-1916, the Bribery Act 2010 or gives any fee or reward to anyone which is an offence under section 117(2) of the Local Government Act 1972.

18.2. HGL will be entitled to end this Contract with immediate effect by giving written notice to the Supplier if any of the warranties in clause 4.8 are breached or found to be untrue.

18.3. HGL will be entitled to end this Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a material default that in HGL's reasonable opinion cannot be remedied or that the Supplier has not remedied to HGL's reasonable satisfaction within twenty (20) Working Days or within any other timeframe specified in the Default Notice.

18.4. HGL will be entitled to end this Contract by giving one (1) months' notice if the Goods and/or Services do not meet the standards set out in the Purchase Order or Specification (as applicable).

18.5. HGL may end all or part of this Contract for any reason by giving the Supplier at least one (1) month's notice in writing.

18.6. When this Contract ends, the Supplier must give HGL all the information, files, and documents which HGL gave the Supplier under this Contract or which the Supplier produced while carrying out its responsibilities under this Contract.

18.7. The Supplier must not keep any copies of the information referred to in clause 18.6 above unless HGL

gives permission or the Supplier has to do so by law.

**19. Transferring and subcontracting the Contract**

- 19.1. The Supplier must get HGL's permission in writing if it wants to:
- a) transfer its rights in this Contract to any other party; or
  - b) sub-contract any of its responsibilities under this Contract.

HGL will not unreasonably withhold or delay giving the Supplier permission, as long as HGL considers the other person to be suitable.

- 19.2. If HGL gives the Supplier permission to subcontract the Contract, the Supplier is still liable to HGL for all of the Supplier's obligations set out in this Contract including the ones it may have subcontracted. The Supplier will be responsible for the acts, failures and neglect of any subcontractor or any employee or agent of any subcontractor, as if they were the Supplier's own acts, failures and neglect.

**20. Agency**

- 20.1. The Supplier must not tell anyone, or allow any of its employees or agents to tell anyone, that it is an agent or servant of HGL or hold itself out to be an agent or servant of HGL.
- 20.2. The Supplier must not enter into any contract on HGL's behalf or in any way claim that the Supplier is authorised to do so.

**21. Disputes**

- 21.1. If the Parties disagree about anything related to this Contract, and it cannot be resolved by the Contract Managers within twenty (20) Working Days, then either Party may tell the other's Contract Manager in writing that it wants the disagreement to be referred to a meeting at director level to resolve, negotiating on the basis of good faith.
- 21.2. If after twenty (20) Working Days following the directors' meeting referred to in clause 21.1 above the dispute has not been resolved

then either Party may notify the other that it wishes to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure 2001 (the 'Model Procedure') or such later edition as may be in force from time to time.

- 21.3. If the Parties cannot agree on the identity of the mediator then either Party may request CEDR to appoint one. The Model Procedure will be amended to take account of any relevant provisions in this Contract or any other contract which the Parties may enter into.

- 21.4. The Parties must use best endeavours to ensure that the mediation starts within twenty (20) Working Days of service of the notice referred to in clause 21.2 above and pay the mediator's fee in equal shares.

- 21.5. Any agreement reached as a result of mediation shall be binding on both Parties, but if the disagreement has not been settled by mediation within ten (10) Working Days of the mediation starting then either Party may commence legal proceedings.

- 21.6. Neither Party shall be prevented by this clause 21 from taking steps in relation to court proceedings to protect its position, including applying for interim relief or pursuing proceedings to prevent limitation periods from expiring or to protect employees, agents, clients or customers.

**22. Variations to the Contract**

- 22.1. A variation to this Contract (including to the nature of the Services) will only be valid if it has been agreed in writing and signed by both Parties.

**23. Waiver**

- 23.1. If either Party fails to enforce or delays in enforcing any right or solution which it is entitled to under this Contract or by law, this does not mean that the Party no longer has this right or solution.
- 23.2. If either Party ignores a default on the part of the other, this does not

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mean that any future default will be ignored.

23.3. No waiver will be effective unless it is:

- a) clear that it is a waiver;
- b) in writing; and
- c) signed by the authorised officer as appropriate.

## **24. Information and Retendering**

24.1. At HGL's reasonable request and within fifteen (15) Working Days of a request from HGL, the Supplier must provide HGL with any information asked for (at no cost to HGL) to help HGL prepare the necessary documents to appoint another person to provide the Goods and/or Services in the Suppliers place.

24.2. The Supplier must make sure that all the information given to HGL is accurate, and give HGL permission to use any of the information in the course of its work.

## **25. TUPE**

25.1. Subject to the Supplier's obligations under clause 11 (Data Protection Act) and clause 13 (Confidentiality) it must give HGL the information it needs to meet its responsibilities under TUPE when either this Contract comes to an end or it no longer applies to a particular Service.

25.2. The Supplier must give HGL the information referred to in clause 25.1 above:

- a) within twenty (20) Working Days of HGL's reasonable request made at any time in the nine (9) months before this Contract comes to an end; or
- b) (if this Contract or its application to a particular Service is terminated on notice) within twenty (20) Working Days of the Supplier giving or receiving notice of any such termination; or
- c) if this Contract or its application to a particular Service is terminated immediately) within twenty (20) Working Days of such termination.

## **26. Prevention of Fraud and Prevention of Corruption**

26.1. The Supplier must take all reasonable steps to prevent Fraud by its staff, volunteers and sub-contractors when fulfilling the obligations under this Contract.

26.2. The Supplier will notify HGL immediately if it suspects that any Fraud or corruption is happening or is likely to happen.

26.3. The Supplier will not offer or give HGL or any of its staff any gift or reward as an incentive for entering enter into this Contract or any other contract with the Supplier. The Supplier will not show any favouritism to any person in relation to this Contract or any other contract with HGL and the Supplier will also refrain from doing anything in order to give an advantage to any person.

26.4. The Supplier agrees that it has not paid any commission to HGL or agreed to pay any commission to any staff employed by HGL in connection with this Contract.

26.5. In performing its obligations under this Contract, the Supplier agrees to comply with the Bribery Act 2010 as it applies to Goods and/or Services provided under this Contract.

26.6. If HGL discovers that the Supplier or any of its staff has breached any of the terms this clause 26 in relation to this or any other contract with HGL, HGL may end this Contract immediately and claim from the Supplier any fines or penalties HGL is liable to pay and any costs HGL incur as a result of early termination of the Contract, including the costs of making other arrangements for the Goods and/or Services to be provided for the remainder of the Contract period.

## **27. Validity**

27.1. If one or more of the terms of this Contract are no longer valid or cannot be enforced under any law,

- the rest of this Contract will continue in full force.
- 27.2. If this happens, both Parties will enter into negotiations to amend the term concerned so that it is valid and can be enforced.
- 28. Remedies**
- 28.1. If Goods are not delivered or Services are not performed on the due date then HGL shall be entitled to (i) deduct from the Charges or (if HGL have already paid the Charges) claim from the Supplier by way of liquidated damages for delay half of one per cent (½%) of the Charges for every week's delay up to a maximum of ten per cent (10%) and/or (ii) cancel the Purchase Order (or relevant part of the Purchase Order) without liability to the Supplier and purchase substitute goods and/or services elsewhere and recover from the Supplier any loss or additional cost incurred.
- 28.2. Any remedy or right which either Party may have in relation to a default committed by the other Party will be in addition to all other rights and remedies available to either Party.
- 29. Contract (Rights of Third Parties) Act 1999**
- 29.1. Neither Party can give anyone else any rights under this Contract and the conditions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Contract save that any of HGL's Subsidiaries may enforce the terms of this Contract.
- 30. Notices**
- 30.1. Any formal contract notice under this Contract must be in writing and can only be sent by:
- a) recorded delivery post;
  - b) hand;
  - c) electronic mail;
- 30.2. For the purposes of sending formal written notices by recorded delivery post, personal delivery or electronic mail, each Party's relevant addresses are set out in the Purchase Order. All formal contract notices must be sent to Legal Services.
- 30.3. All notices will be considered to have been served:
- a) if posted, two (2) Working Days after the date of posting;
  - b) if personally delivered, on the date of delivery;
  - c) if sent by electronic mail, when a return receipt confirms that the mail has been received.
- 30.4. If a notice is considered to have been served on a day which is not a Working Day or is not received between 9 am and 5 pm on a Working Day, it will be considered to have been served on the next Working Day.
- 31. Force Majeure Events**
- 31.1. If either Party fails to carry out its responsibilities under this Contract as a result of a Force Majeure Event, the affected Party will not be liable under this Contract for any failure as long as they have given the other Party notice of the Force Majeure Event within ten (10) days of the failure.
- 31.2. If a Force Majeure Event happens, the Parties will meet to discuss how the Supplier can continue to provide the Goods and/or Services until the Force Majeure Event stops.
- 32. Mitigation**
- 32.1. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss arising pursuant to this Contract.
- 33. Governing Law and Jurisdiction**
- 33.1. This Contract shall be governed by and construed in accordance with the law of England and Wales and 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, its subject matter or formation.
- 34. Entire Agreement**
- 34.1. This Contract sets out all the terms and conditions which the Parties have agreed to in relation to the Goods and/or Services. This means that it replaces any documents, negotiations or understandings between the Parties, whether verbal or written, made, carried

out or entered into before the date of this Contract.

**35. Survival**

35.1. The provisions of clauses  
1 (Definitions),  
6 (Terms relating to Goods),  
9 (Legal Duties),  
11 (Data Protection)  
13 (Confidentiality),  
14 (Intellectual Property Rights),  
15 (Insurance),  
16 (Liabilities),  
18 (Termination),  
20 (Agency),  
21 (Disputes),  
23 (Waiver), 25 (TUPE),  
26 (Prevention of Fraud and  
Prevention of Corruption),  
27 (Validity),  
28 (Remedies),  
29 (Contracts (Rights of Third  
Parties) Act 1999,  
30 (Notices),  
32 (Mitigation),  
33 (Governing Law and  
Jurisdiction) and 34 (Entire  
Agreement) shall survive the  
termination or expiry of the  
Contract, together with any other  
provision which is either expressed  
to or by implication is intended to  
survive termination.

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## Annex A – GDPR

### Particulars

<b>Commencement Date for GDPR Terms</b>	25 May 2018
<b>Duration of Processing</b>	Term of the Contract
<b>Data Subjects</b>	<p>The personal data processed may concern the following categories of data subjects:</p> <ul style="list-style-type: none"> <li>(i) Customers or prospective customers of HGL;</li> <li>(ii) Tenants or prospective tenants of HGL;</li> <li>(iii) Consultants or prospective consultants of HGL;</li> <li>(iv) Suppliers or prospective suppliers to HGL;</li> <li>(v) Contractors for or prospective contractors for HGL;</li> <li>(vi) Authorised signatories for HGL or any of the above;</li> <li>(vii) Representatives for HGL or any of the above;</li> <li>(viii) Witnesses for HGL or any of the above.</li> </ul>
<b>Categories of Personal Data</b>	<p>The personal data processed shall concern the following categories of personal data (please specify):</p> <ul style="list-style-type: none"> <li>(i) Personal details including forename, surname, home address;</li> <li>(ii) Personal details including date of birth, occupation, work address, employer and position;</li> <li>(iii) Personal details including contact details, email address, telephone numbers;</li> <li>(iv) Personal details including bank details;</li> <li>(v) Financial information relating to tenants and customers;</li> <li>(vi) any other personal data identified in the Contract and/or as dictated by the nature of the Goods and/or Services provided.</li> </ul>
<b>Lawful Grounds for Processing and types Processing Operations (i.e. scope, nature and purpose of processing)</b>	<p><b>Lawful grounds for processing:</b></p> <ul style="list-style-type: none"> <li>(i) Processing is to be undertaken primarily on the basis of the performance of a contract between the data subjects (or the data subject's employer or company) and the controller (HGL);</li> <li>(ii) Processing pursuant to the Contract may also be undertaken on the basis of the legitimate undertaken on the basis of the legitimate interests of HGL, depending on the circumstances. The relevant legitimate interests identified (as at the date of this Contract) being the pursuit of HGL's functions, administration and management of the social housing provision by HGL, as well as the wider social interests associated with provision of suitable and well</li> </ul>

	<p>maintained social housing and associated services (which HGL are involved in managing and administering and which the Supplier may also be involved in providing). The types of processing to be undertaken pursuant to this Contract are all necessary to achieving those legitimate aims and such processing does not have any adverse impact on (and in most cases provides a positive benefit to) the data subjects concerned; and/or</p> <p>(iii) Processing of the Personal Data may also be required in order to perform HGL's legal obligations including those of a Registered Provider and under The Public Services (Social Value) Act 2012.</p> <p><b>The types of processing operations to be carried out include:</b></p> <p>(i) long term storage of information relating to the social housing needs of data subjects (being tenants or prospective tenants) and the investments made, all in accordance with the relevant document retention periods and the lawful grounds identified above;</p> <p>(ii) long term storage of information relating to data subjects (being suppliers, contractors or consultants) all in accordance with the relevant document retention periods and the lawful grounds identified above;</p> <p>(iii) contacting data subjects in order to manage the agreements;</p> <p>(iv) contacting data subjects for the purposes of customer satisfaction surveys and questionnaires;</p> <p>(v) storage, retrieval, organisation, consultation, disclosure, combination, use, dissemination and other processing all in accordance with the above identified lawful grounds and purposes for processing.</p>
<b>Sub-processors</b>	<i>Supplier to advise if sub-processors are used.</i>
<b>Special Categories of Data and associated Special Conditions for Processing</b>	<p>Special Categories of Data which may be processed pursuant to the Contract and these GDPR Terms includes health (including mental and physical wellbeing, issues and medical needs), religion belief and/or political belief relating to Data Subjects but only to the extent relevant to the provision of the Goods and/or Services by the Supplier. Such Special Category Data may be processed to: achieve the management and/or provision of health and/or social care or treatment services; and/or for the prevention of crime or in anticipation of legal claims; and/ or because it is necessary for reasons of substantial public interest; and/or for such other applicable reasons as set out in the Data Protection Act 2018, all in pursuit of HGL's stated</p>



	aims and purposes.
<b>Criminal Convictions Data and associated Special Conditions for Processing</b>	Criminal Convictions or other Article 10 Data which may be processed pursuant to the Contract and these GDPR Terms includes convictions, charges and criminal investigations relating to Data Subjects but only to the extent relevant to the provision of the Goods and/or Services by the Supplier. Such Special Category Data may be processed to: achieve the management and/or provision of health and/or social care or treatment services; and/ or because it is necessary for reasons of substantial public interest; and/or for such other applicable reasons as set out in the Data Protection Act 2018, all in pursuit of HGL's stated aims and purposes.

1. The Parties acknowledge that the European General Data Protection Regulation (EU) 2016/679 ("**GDPR**") together with UK domestic enabling legislation, subordinate legislation, any replacements, amendments, re-enactments and consolidations of the same from time to time shall apply ("**Data Protection Laws**"). The Parties have agreed to the following terms for processing of personal data to take account of the requirements of the Data Protection Laws.
2. These provisions shall apply throughout the period of processing and retention of any personal data for which HGL is responsible or which arises or is retained as a result of provision of the Goods and/or performance of the Services.
3. The Parties agree that they shall execute such additional documentation and make any required changes to the Goods and/or Services as is reasonably required to reflect their respective obligations under the Data Protection Laws and in order for the Supplier to supply the Goods and/or Services in a manner which allows both Parties to be compliant with the Data Protection Laws. To the extent of any inconsistency between these terms and the Contract, these terms shall take precedence.
4. The Parties acknowledge that HGL will act in the capacity of Controller (as defined in the GDPR) either alone or jointly with the Supplier in the processing of Personal Data (as defined in the GDPR) as part of the Goods and/or Services and that the Supplier will also act in the capacity of processor (as defined in the GDPR) in respect of the processing of such personal data relating to the Goods and/or Services.
5. The Contract and/or the specification or description of the Goods and/or Services, along with the Particulars table herein, sets out the subject matter, nature and purpose of the processing, types of personal data, categories of data subject and the duration of the processing.

6. In providing the Goods and/or Services, the Supplier acknowledges that it will be processing personal data on behalf of HGL and the Supplier therefore agrees and confirms that it will:
- 6.1. only process personal data on documented instructions from HGL (including with regard to transfers of any personal data to a third country or an international organisation outside of the UK) unless the Supplier is required by law to do otherwise, in which case it must inform HGL of the relevant legal requirement before processing the personal data in such a way, unless that legal requirement prohibits the Supplier from providing such information;
  - 6.2. ensure that all persons authorised by the Supplier to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - 6.3. implement and maintain at all times appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of natural persons (the data subjects) in processing the personal data including to protect against unauthorised or unlawful processing and accidental loss, destruction or damage to personal data. Such measures may include, but are not limited to:
    - 6.3.1. pseudonymisation and encryption of personal data;
    - 6.3.2. ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
    - 6.3.3. ensuring that availability and access to personal data can be restored in a timely manner in the event of a physical or technical incident; and
    - 6.3.4. regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
  - 6.4. if it engages another data processor to process personal data:
    - 6.4.1. it does not do so without prior specific authorisation of HGL;
    - 6.4.2. ensure that it enters into a written contract with that data processor which contains, as a minimum, equivalent obligations on the sub-processor as are set out in these data processing clauses, in particular to provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Laws; and
    - 6.4.3. remain fully liable to HGL for the performance of that other data processor's (sub-processor's) obligations.
  - 6.5. taking into account the nature of the processing, assist HGL by appropriate technical and organisational measures, insofar as this is possible, for the

fulfilment of HGL's obligations to respond to requests for exercising a data subject's rights as contained within Chapter 3 of GDPR, which include, but are not limited to:

- 6.5.1. the right of access to a data subject's personal data;
  - 6.5.2. the right to rectification of a data subject's personal data;
  - 6.5.3. the right to erasure of a data subject's personal data;
  - 6.5.4. the right to restrict certain processing activities; and
  - 6.5.5. the right to data portability.
- 6.6. if the Supplier receives any data subject rights requests relating to personal data for which HGL is the Controller, the Supplier must inform HGL's Data Protection Officer immediately, providing full details of the request received. The Supplier must not attempt to respond to any such requests itself. Where the parties are acting as Joint Controllers, the party receiving any data subject rights requests or becoming aware of a personal data breach shall notify the others' Data Protection Officer immediately and the Joint Controllers shall discuss the same in good faith and agree timely responses. Such notification of a breach shall include the information listed at 6.7.1 to 6.7.4. If the Joint Controllers cannot agree a joint response, each Party shall be free to submit its own provided the response is in accordance with any obligations under the Contract and the Data Protection Laws.
- 6.7. notify HGL without undue delay after becoming aware of a personal data breach or cyber security incident, and take all reasonable steps and assist HGL in taking all reasonable steps to mitigate/remedy such breach or incident. Such notification of such breach or incident shall include, wherever possible, at least the following information:
- 6.7.1. a description of the nature of the personal data breach or cyber security incident, including, where possible, the categories and approximate number of data subjects concerned and the approximate number of personal data records concerned;
  - 6.7.2. the name and contact details of the Supplier's Data Protection Officer where more information on the personal data breach can be obtained;
  - 6.7.3. a description of the likely consequences of the personal data breach or cyber security incident; and
  - 6.7.4. a description of the measures taken or proposed to be taken by the Supplier to address the personal data breach or cyber security incident, including, where appropriate, measures to mitigate its possible adverse effects.
- 6.8. assist HGL in ensuring compliance with HGL's obligations in articles 32 to 36 of the GDPR, taking into account the nature of the processing and the

information available. HGL's obligations in articles 32 to 36 of the GDPR include:

- 6.8.1. implementing appropriate technical and organisational measures to ensure a level of security of personal data, appropriate to the risks to the rights and freedoms of data subjects;
  - 6.8.2. notifying a personal data breach to the relevant supervisory authority (the Information Commissioner's Office) without undue delay;
  - 6.8.3. communicating a personal data breach to the data subject;
  - 6.8.4. carrying out assessments of the impact of envisaged processing operations on the protection of personal data (data protection impact assessments); and
  - 6.8.5. consulting with the relevant supervisory authority (the Information Commissioner's Office) prior to any processing where a data protection impact assessment has indicated that the processing would result in a high risk to the rights and freedoms of data subjects, in the absence of measures taken by HGL to mitigate those risks.
- 6.9. when processing personal data on behalf of HGL, or otherwise in the provision of Goods and/or performance of the Services, the Supplier shall not transfer any personal data outside of the UK unless the prior written consent of HGL has been obtained and the following conditions are fulfilled:
- 6.9.1. appropriate safeguards are in place in relation to the transfer;
  - 6.9.2. the data subjects have enforceable rights and effective legal remedies;
  - 6.9.3. the Supplier complies with its obligations under the GDPR and associated legislation by providing an adequate level of protection to any personal data that is transferred.
- 6.10. at the choice of HGL, delete or return all the personal data (and copies) to HGL after the end of the provision of the Goods and/or Services relating to data processing, and delete any existing copies of such personal data unless the Supplier is required by law to store such personal data; and
- 6.11. the Supplier shall maintain complete and accurate records and information to demonstrate its compliance with these terms, and shall make available to HGL on demand all information necessary to demonstrate compliance with its obligations in these data processing clauses and allow for, and contribute to, audits (including inspections) conducted by HGL or another auditor mandated by HGL.
7. The Supplier shall indemnify HGL against any loss, liability, claim, demand, suit or proceedings arising from a breach by the Supplier of its obligations under these GDPR Terms and/or a breach of its obligations under the Data Protection Laws. Any

liability of the Supplier under this clause 7 shall be unlimited but subject to HGL demonstrating that it has taken all reasonably practicable steps to mitigate any loss.

8. These terms are addition to, and do not relieve, remove or replace, a Party's obligations under the Data Protection Laws.
9. The provisions of these GDPR Terms apply during the Term and indefinitely after expiry of the Contract.
10. HGL may, at any time on not less than thirty (30) days' notice, revise these data processing clauses by replacing them with any applicable controller to processor standard clauses or similar terms forming part on an applicable certification scheme.

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