



**Orbit's Standard Terms and Conditions of Purchase (applies to all Purchase Orders unless superseded by a signed separate contract)**

Act 1986 and (e) ceasing to carry on business for more than 30 days.

**Orbit** means Orbit Group Ltd, an Exempt Charity with registered number IP030446, whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Coventry, Warwickshire, CV3 2SU and/or any of its subsidiary companies, registered providers and associates/assignees.

**Purchase Order** means the order issued by Orbit for the supply of Goods and/or Services incorporating the Conditions.

**Services** means the services to be provided as specified in the Purchase Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder.

**Services Specification** means any specification for the Services agreed in writing by Orbit and the Supplier

**Supplier** means the person or firm from whom Orbit purchases the Goods and/or Services.

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

**VAT** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or added tax.

**1. Interpretation**

1.1 Except as otherwise stated, these Conditions (defined below) shall have the following meanings:

**Conditions** means these terms and conditions as amended by Orbit from time to time.

**Confidential Information** means any and all information provided by either party under this Contract that is either: (i) marked as being confidential (or in the case of verbal discussions is later confirmed in writing to be confidential); or (ii) information (however communicated) that is of a type that the other party could reasonably have been expected to know that the information was confidential.

**Contract** shall have the meaning given to it at clause 2.2

**Contract Price** means the price exclusive of VAT that is payable for the relevant Goods and/or Services, as set out in the Purchase Order.

**Control** shall be as defined in section 1124 Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Data Protection Legislation** means all applicable data protection, privacy and electronic marketing legislation including Directives 95/46/EC and 2002/58/EC, Regulation (EU) 2016/679 (the **GDPR**) and any legislation and/or binding regulations amending, replacing, supplementing, implementing them or made in pursuance of them including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any codes of practice relating to the same.

**Delivery Date** shall have the meaning set out in clause 2.6.

**Delivery Location** shall mean the agreed place of delivery as set out in the Purchase Order.

**TUPE Employees** means those current or former employees of the Supplier or any sub-contractor or any agent of the Supplier or any subcontractor, who are engaged in the provision of the Services, or those that claim to be engaged.

**Goods** means the goods (or any part of them) set out in the Purchase Order.

**Goods Specification** means any specification for the Goods, including any related plans and drawings that is agreed in writing by Orbit and the Supplier.

**Insolvency Event** means any of the following events: (a) the passing of a resolution for a winding up or a court of competent jurisdiction making an order for winding up or dissolution; (b) the appointment of an administrator, receiver, administrative receiver; (c) an encumbrancer taking possession of any assets; (d) being unable to pay debts within the meaning of section 123 of the Insolvency

1.2

The following rules of interpretation shall apply in these Conditions:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) [A reference to writing or written does not include fax or email.] [Are we happy with reference to email here?]

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**Basis of contract**

2.1

These Conditions apply to the exclusion of all other terms and conditions which the Supplier purports to apply under any Purchase Order or other document or which are implied by trade, custom, practice or course of dealing. No terms or conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch

	/ delivery advice note of the Supplier shall form part of the Contract simply as a result of such document being referred to in the Contract.		
2.2	The Purchase Order, these Conditions and any other documents referred to in the Purchase Order shall constitute the entire Contract between the parties (the <b>Contract</b> ).	3.1.6	comply with all applicable statutory and regulatory requirements in the United Kingdom relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
2.3	These Conditions shall prevail over any other document forming part of the Contract save for the Purchase Order which shall prevail over these Conditions.	3.2	If the Supplier is supplying bespoke or made to measure Goods, the Supplier may be required to attend the Delivery Location (or other site as to be agreed between the parties) and take all necessary measurements from time to time to ensure that the Goods comply with the Goods Specification. The Supplier is solely responsible for ensuring the accuracy of such measurements. Orbit may reject any Goods that do not comply with clause 3.1 as a result of incorrect measurements by the Supplier.
2.4	Any Goods or Services supplied prior to the date of this Contract shall be deemed to have been supplied pursuant to and shall be governed by this Contract.	3.3	Orbit shall have the right to inspect and test the Goods at any time and at any location before delivery.
2.5	Orbit may submit Purchase Orders for Goods or Services at any time. The Purchase Order constitutes an offer by Orbit to purchase the Goods or Services subject to these Conditions. Save where Orbit and the Supplier agree otherwise in writing, the Purchase Order shall be deemed to be unconditionally accepted by the Supplier on the earlier of: (i) signing the Purchase Order; or (ii) the Supplier giving express notice of acceptance or (iii) by fulfilment of the Purchase Order.	3.4	If following such inspection or testing Orbit considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Orbit shall (subject to its rights and remedies under clause 5) inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
2.6	The Supplier shall supply Goods and/or Services by the date specified in the Purchase Order, or, if none is specified, within 7 working days of the date of the Purchase Order ( <b>Delivery Date</b> ).	3.5	Notwithstanding clause 3.4, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Contract, and Orbit shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
2.7	Orbit may amend or cancel a Purchase Order in whole or in part at any time before the Delivery Date by giving the Supplier written notice of the same and Orbit shall have no liability whatsoever in the event of such cancellation.	3.6	All risk in the Goods remain with the Supplier until the delivery of the Goods is complete including off loading and stacking.
3	<b>Supply of Goods and/or Services</b>	3.7	The Supplier shall provide the Services and meet any delivery dates for the Services specified in the Purchase Order (or otherwise notified to the Supplier by Orbit) and the Supplier shall continue to perform the Services until its obligations under the Services Specification are completed or the Services are terminated pursuant to clause 11.
3.1	The Supplier shall ensure that the Goods (without affecting any higher standard required under the Purchase Order) shall:	3.8	In providing the Services, the Supplier shall:
3.1.1	conform as to quantity, quality, type, sort, description, Contract Price and rates as provided for in the Purchase Order;	3.8.1	co-operate with Orbit in and comply with all instructions of Orbit;
3.1.2	be of sound materials and workmanship;	3.8.2	perform the Services in accordance with best practice in the Supplier's industry, profession or trade;
3.1.3	be equal in all respects to the Goods Specification (if applicable);	3.8.3	use personnel who are suitably skilled and experienced to perform tasks assigned to them;
3.1.4	be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended), conform to any appropriate British Standard specification or equivalent European Specification and fit for any purpose held out by the Supplier or made known to the Supplier by Orbit, expressly or by implication, and in this respect Orbit relies on the Supplier's skill and judgment;	3.8.4	provide all equipment, tools and vehicles and such other items as are required to provide the Services;
3.1.5	where they are manufactured products, be free from defects in design, materials and workmanship and remain so for their intended lifespan following delivery, which in any event shall be no less than 12 months after the Delivery Date; and	3.8.5	use the best quality goods, materials, standards and techniques, and ensure that the all documents, products and materials developed by the Supplier in relation to the Services and all goods and materials supplied and used in the Services or

	transferred to Orbit, will be free from defects in workmanship, installation and design;		4.2.2	at the Delivery Location unless otherwise agreed in writing with Orbit; and
3.8.6	obtain and at all times maintain all necessary licences, permissions, authorisations, permits and consents that it needs to carry out its obligations under this Contract, and comply with all applicable laws and regulations;		4.2.3	during Orbit's normal business hours, or as instructed by Orbit.
		4.3		Ownership of the Goods shall pass to Orbit on the earlier of:
3.8.7	observe all health and safety rules and regulations and any other security requirements that apply at any of Orbit's premises;		4.3.1	full payment for such Goods; or
			4.3.2	where the goods are consumables or are non-recoverable (e.g. used in clinical procedures), at the point such Goods are taken into use.
3.8.8	hold all materials, equipment and tools, drawings, specifications and data supplied by Orbit to the Supplier ( <b>Orbit's Materials</b> ) in safe custody at its own risk, maintain Orbit's Materials in good condition until returned to Orbit, and not dispose or use Orbit's Materials other than in accordance with Orbit's written instructions or authorisation; and	5		<b>Orbit's Remedies</b>
		5.1		If the Supplier fails to deliver the Goods or has delivered Goods that do not comply with the Supplier's undertakings set out in clause 3.1, or fails to perform the Services in accordance with clauses 3 and 4, Orbit may exercise, without limiting its other rights or remedies, any one or more of the following remedies:
3.8.9	not do or omit to do anything which may cause Orbit to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.		5.1.1	terminate this Contract;
			5.1.2	reject the Goods (in whole or in part) whether or not title has passed and return them to the Supplier at the Supplier's own risk and expense;
3.9	The Supplier shall use its best endeavours to assign to Orbit the benefit of any third-party manufacturer's warranties, guarantees or similar rights that may apply to the Goods.		5.1.3	require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
4	<b>Delivery of Goods</b>		5.1.4	refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
4.1	The Supplier shall ensure that:		5.1.5	recover from the Supplier any costs incurred by Orbit in obtaining substitute goods and/or services from a third party;
4.1.1	the Goods are properly packed and secured in such manner as to enable them to reach the Delivery Location at the time and in the manner specified in the Purchase Order and at the Supplier's risk and expense;		5.1.6	where Orbit has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
4.1.2	each delivery of Goods is accompanied by a delivery note which shows the Purchase Order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Purchase Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and		5.1.7	claim damages for any other costs, loss or expenses incurred by Orbit which are in any way attributable to the Supplier's failure to supply the Goods or perform the Services.
4.1.3	if the Supplier requires Orbit to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.	5.2		These Conditions shall extend to any substituted or remedial services and/or repaired, or replacement goods supplied by the Supplier.
4.2	The Supplier shall deliver the Goods specified in each Purchase Order:	5.3		Orbit's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
4.2.1	on or before its relevant Delivery Date, provided that if the Supplier intends to deliver before the Delivery Date, it has sought Orbit's prior written consent to do so;			

6	<b>Price and Payment</b>	7.2	The Supplier shall promptly notify Orbit of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.
6.1	Orbit shall pay the Contract Price for the Goods or Services in accordance with this clause 6.	7.3	In addition to any statutory reporting the Supplier shall notify Orbit immediately in the event of any incident occurring in the performance of its obligations under the Contract where that incident causes any personal injury or damage to property which could give rise to personal injury.
6.2	The Contract Price:	7.4	The Supplier hereby acknowledges that it has read and understood Orbit's "Safeguarding Adults" Policy and Procedure documents and will comply with all requirements therein. Where the Supplier cannot comply with any requirement it shall inform Orbit immediately and alternative equivalent protection measures shall be agreed between the parties as a matter of urgency.
6.2.1	excludes amounts in respect of VAT, which Orbit shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and	7.5	The Supplier hereby acknowledges that it has read and understood Orbit's "Child Protection" Policy and Procedure documents and will comply with all requirements therein. Where the Supplier cannot comply with any requirement it shall inform Orbit immediately and alternative equivalent protection measures shall be agreed between the parties as a matter of urgency
6.2.2	includes the costs of packaging, insurance and carriage of the Goods.	7.6	The Supplier shall obtain, and shall procure that all sub-contractors obtain, in relation to all its staff, all necessary references and checks to verify their identities.
6.3	Unless stated to the contrary in the Contract, the Contract Price shall be deemed to be inclusive payment for the Services and all costs, expenses and overheads of every kind incurred by the Supplier or on its behalf in connection with the Services.	7.7	The Supplier shall ensure that all directly employed staff and sub-contractors engaged in any work on behalf of Orbit where they may come into unsupervised contact with Orbit customers, are subject to an enhanced check provided by the Disclosure and Barring Service (DBS) and that this is not older than 3 years; and shall ensure that no individual without such a valid check carries out any such activity on behalf of Orbit;
6.4	No extra charges shall be effective unless agreed in writing and signed by Orbit.	8	<b>Indemnity and Insurance</b>
6.5	The Supplier shall ensure that invoices are to be submitted in the form and to the place as set out in the Purchase Order and must (i) contain a relevant purchase order number; (ii) be expressed in pounds sterling; (iii) include VAT as is chargeable on the supply of the Goods and/or Services at the prevailing rate; and (iv) show the VAT payable as a separate amount.	8.1	The Supplier shall hold and keep Orbit fully indemnified from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Orbit as a result of or in connection with:
6.6	Invoices which do not contain the information in clause 6.5 will be rejected.	8.1.1	any claim made against Orbit by a third party for death, personal injury or damage to persons or property due to or arising out of the supply of the Goods and/or performance of the Services or any breach of these Conditions or any terms or obligations on the Supplier's part implied by the Sale of Goods Act 1979, Supply of Goods and Services Act 1982 or any other relevant statutory provision as may be in force from time to time; and
6.7	Unless otherwise stated in the Purchase Order, payment by Orbit of correct invoices shall take place within 30 days of receipt of the invoice.	8.1.2	any claim made against Orbit for actual or alleged infringement of a third party's intellectual property rights arising out of or in
6.8	The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Orbit to inspect such records at all reasonable times on request.		
6.9	Orbit may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Orbit against any liability of Orbit to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract.		
6.10	Statutory guidance on paying undisputed, valid invoices within 30 days down the supply chain came into force on 26 February 2015. Orbit must pay prime contractors (Tier 1 suppliers) within 30 days and therefore it is a condition of these Conditions that any party providing Orbit with Goods and Services includes equivalent 30-day payment terms in any subcontracts through the supply chain.		
7	<b>Health and Safety, Safeguarding</b>		
7.1	The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety and shall ensure that all venues, equipment, materials etc. shall similarly comply with all relevant legislation.		



	connection with the supply or use of the Goods or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.	10.4	Without prejudice to the generality of clause 10.1, the Supplier shall, in relation to any Personal Data:
8.2	The Supplier shall at all times ensure that it maintains in force, with a reputable insurance company product liability insurance, professional indemnity and public liability insurance to cover the liabilities that may arise under or in connection with this Contract, and shall update Orbit's supplier management system and provide written evidence of both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each such insurance policy to Orbit upon request.		10.4.1 only process such Personal Data as is necessary to provide the Goods and/or Services or in accordance with Orbit's express written instructions from time to time;
8.3	This clause 8 shall survive termination of the Contract		10.4.2 ensure that it has in place appropriate technical and organisational measures, 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 required to ensure continued compliance with these obligations shall be met by the Supplier;
9	<b>Confidentiality</b>		10.4.3 ensure that persons authorised by Orbit to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
9.1	Each party shall, and shall procure that their employees, agents, representatives and sub-contractors shall, keep in strict confidence and not disclose any Confidential Information in relation to the other party obtained by reason of this Contract.		10.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Orbit has been obtained and the following conditions are fulfilled:
9.2	The obligations under clause 9.1 will not apply to the extent that the Confidential Information (based on documentary evidence):		(a) Orbit or the Supplier has provided appropriate safeguards in relation to the transfer;
9.2.1	is already publicly known at the time it is disclosed to the receiving party;		(b) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
9.2.2	later becomes publicly known other than as a result of a breach by the receiving party of clause 9.1;		(c) 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
9.2.3	was already known to the receiving party before it was disclosed; or		(d) the Supplier complies with reasonable instructions notified to it in advance by Orbit with respect to the processing of the Personal Data;
9.2.4	is required to be disclosed by the receiving party by a court order or statute, provided that the receiving party will inform the disclosing party as soon as possible of any such obligation to disclose.		
9.3	This clause 9 will survive termination of the contract		
10	<b>Data Protection</b>		
10.1	Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.		
10.2	The parties acknowledge that for the purposes of the Data Protection Legislation, Orbit is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).		10.4.5 provide assistance to Orbit (by appropriate technical and organisational measures in so far as is possible taking into account the nature of the processing) to enable Orbit to comply with its obligations under Articles 32 to 36 of GDPR in respect of the Personal Data, including assisting Orbit in complying with a data subject's rights laid down in Chapter III of GDPR and to co-operate with supervisory authorities;
10.3	Without prejudice to the generality of clause 10.1, Orbit will ensure that it has all necessary consents and notices in place to enable lawful transfer of the <b>Personal Data</b> (as defined in the Data Protection Legislation) to the Supplier for the duration and for the purposes of this Contract.		

10.4.6	notify Orbit without undue delay on becoming aware of a Personal Data breach;	11.3	On termination, the Supplier shall immediately deliver to Orbit all deliverables whether or not then complete and return all of Orbit's Materials (defined at clause 3.8.8) to Orbit. Until they have been returned, the Supplier will be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
10.4.7	at the written direction of Orbit, delete or return Personal Data and copies thereof to Orbit on termination of this Contract unless required by applicable law to store the Personal Data;	11.4	Clauses which expressly or by implication survive termination shall continue in full force and effect.
10.4.8	maintain complete and accurate records and information to demonstrate its compliance with this clause 10; and	12	<b>TUPE</b>
10.4.9	indemnify Orbit against any loss or damage suffered by Orbit in relation to any breach by the Supplier of its obligations under this clause 10.	12.1	The Supplier shall indemnify and keep indemnified Orbit (and any new service provider appointed by Orbit) in full from and against all costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential awarded against or incurred by Orbit (and/or any new service provider) as a result of or in connection with:
10.5	Orbit hereby gives the Supplier its general authorisation to use sub-processors to process Personal Data under this Contract provided that the Supplier confirms that it has entered, or (as the case may be) will, enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 10. In any event, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.	12.1.1	any claims arising from any TUPE Employees, or representatives thereof, that their employment has, should have, or that they have the right for their employment to, transfer, by operation of TUPE or otherwise, to Orbit (or any new service provider) with effect from the termination in part or in whole, or expiry, of this Contract; or
10.6	Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.	12.1.2	the costs associated with the employment of any TUPE Employees
11	<b>Termination</b>	12.2	In the event that the Supplier enters into any sub-contract in connection with the Services (subject always to obtaining Orbit's prior written consent in accordance with clause 13.2), it shall impose obligations on its sub-contractors in the same terms as those imposed on it pursuant to clause 12.1 and shall procure that each sub-contractor complies with such terms. The Supplier shall indemnify Orbit and keep Orbit indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by Orbit as a result of or in connection with any failure on the part of any sub- contractors to comply with such terms.
11.1	Without limiting its other rights or remedies, Orbit shall be entitled to terminate this Contract with immediate effect by giving Supplier written notice if the Supplier:	13	<b>Assignment and Other Dealings</b>
11.1.1	is subject to an Insolvency Event;	13.1	Orbit may at any time assign, transfer, mortgage, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Purchase Order.
11.1.2	commits a material breach of its obligations under this Contract which is irremediable, or which is not remedied within 7 days from receipt of notice of the breach. For the purposes of this clause 11.1.2, a material breach under this Contract shall include (without limitation) the Supplier committing a breach of obligations under clauses 8.2, 10,13.2, 14 and 15;	13.2	The Supplier may not assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Purchase Order without the prior written consent of Orbit.
11.1.3	undergoes a change in Control; and/or	14	<b>Modern Slavery</b>
11.1.4	commits, or any of its employees, agents or subcontractors commits any act which brings Orbit into disrepute or which in Orbit's reasonable opinion is prejudicial to its interests.	14.1	In performing its obligations under this Contract, the Supplier undertakes, warrants and represents that it shall ensure that each of its sub-contractors, agents and employees shall, comply with the Modern Slavery Act 2015.
11.2	Notwithstanding the above, Orbit may on 7 days' written notice suspend the performance of all or part(s) of the Goods and/or Services deliverable under this Contract or terminate this Contract. Where this Contract is terminated under this clause 11.2, Orbit shall reimburse the Supplier for all reasonable, properly evidenced costs directly incurred by the Supplier as a result of terminating this Contract.	14.2	The Supplier shall indemnify Orbit against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Orbit

	for any act or omission of the Supplier in breach of clause 14.1.		
15	<b>Bribery</b>		
15.1	The Supplier shall:		
	15.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ( <b>Relevant Requirements</b> );		16.1.2 Have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the supplier) and to ensure compliance with 16.1.1 above;
	15.1.2 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the relevant policies, and will enforce them where appropriate; and	16.2	16.1.3 Promptly report to Orbit any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;
	15.1.3 promptly report to Orbit any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract.		16.1.4 Provide Orbit with such supporting evidence of compliance with this clause 16, as and when Orbit request.
15.2	Without prejudice to clause 15.1, the Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 15 ( <b>Relevant Terms</b> ). The Supplier shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms and shall in all circumstances be directly liable to Orbit for any breach by such persons of any of the Relevant Terms howsoever arising.		16.2 The Supplier shall ensure that any person associated with the supplier who is performing services and providing goods/services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 16. The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Orbit for any breach by such persons.
15.3	Breach of this clause 15 shall be deemed a material breach, which is irredeemable, under clause 11.1.2.	16.3	Breach of this clause 16 shall be deemed a material breach under the termination clause set out in clause 11.1.2 of this Agreement.
15.4	For the purpose of this clause 15 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 15 a person associated with the Supplier includes but is not limited to any sub-contractor of the Supplier.	17	<b>Notices</b>
16	<b>Tax Evasion</b>	17.1	Any notice or other communication given to a party under or in connection with this Contract shall be in writing, and shall be sent to the respective party personally or by prepaid first class post or recorded delivery to the address specified in the Purchase Order and where no such address is given at their registered office (if a company) or (in any other case) its principal place of business.
16.1	The Supplier shall:	17.2	All notices shall be deemed to have been duly received however delivered at 10.00 am on the second day after posting or delivery.
	16.1.1 Not engage in any activity, practice or conduct which would constitute either:	18	<b>Severance</b>
	(i) a UK evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or	18.1	If any provisions in these Conditions are held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of these Conditions shall continue in full force and effect.
	(ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;	19	<b>Waiver</b>
		19.1	No delay or omission by Orbit in exercising any of its rights or remedies under these Conditions or under any other applicable and appropriate law on any occasion shall be deemed a waiver of such rights or remedies.
		20	<b>No Partnership or Agency</b>
		20.1	Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

21 **Third Parties**

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

22 **Variation**

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

23 **Jurisdiction and Governing Law**

23.1 These Conditions and the rights and obligations of the parties to the Contract shall be governed, interpreted and construed solely in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

**SIGNED FOR AND ON BEHALF OF THE SUPPLIER (PRINT NAME OF SUPPLIER)**

.....

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Print Name:.....

Date:.....