

# *Enerveo: Standard Terms of Purchase*

## **Contents**

1.	Definitions and Interpretation .....	2
2.	Application of Terms .....	6
3.	The Supplier's Obligations as to Quality .....	7
4.	Supplier's Obligations .....	8
5.	Delivery of Goods .....	11
6.	Risk, Property and Insurance .....	12
7.	Price .....	12
8.	Payment .....	13
9.	Warranty .....	15
10.	Confidentiality .....	15
11.	Enerveo's Property .....	16
12.	Termination .....	16
13.	Term .....	16
14.	Assignment .....	16
15.	Force Majeure .....	17
16.	Living Wage .....	17
17.	General Data Protection Regulation .....	19
18.	Bribery .....	21
19.	Off-Payroll Working .....	22
20.	General .....	23
	Schedule 1: Details of Data Processing Activity .....	25

# Enerveo: Standard Terms of Purchase

## 1. Definitions and Interpretation

1.1 In the Contract, the following words and phrases have the meanings ascribed to them:

<b>Commencement Date</b>	means, in respect of Works, the date that the Works commence, or the date specified by Enerveo for the commencement of the Works.
<b>Completion</b>	means, in respect of Works, when the Supplier has completed the Works (including any variation) and makes good any defects which prevent Enerveo from using the Works and others from doing their work.
<b>Completion Date</b>	means, in respect of Works, the completion date for the Works.
<b>Contract</b>	means these Conditions of Purchase together with Enerveo's Purchase Order and the Supplier's unqualified acceptance of Enerveo's Purchase Order (whether such unqualified acceptance be in writing or by performance). For the avoidance of doubt, where a Purchase Order is issued by Enerveo in support of an agreed contract with the Supplier or under a Framework Agreement, the terms of that agreed contract or Framework Agreement shall prevail over the terms herein.
<b>Data Controller</b>	has the meaning given to it in Data Protection Legislation.
<b>Data Processor</b>	has the meaning given to it in Data Protection Legislation.
<b>Data Protection Legislation</b>	means all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or the UK equivalent) relating to privacy, confidentiality, security, direct marketing or data protection of Personal Data or corporate data (including any national laws implementing any such legislation (including Directives 95/46/EC, 2002/58/EC and 97/66/EC)), including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the General Data Protection Regulation.
<b>Data Subject</b>	has the meaning given to it in Data Protection Legislation.
<b>Daywork</b>	means work for which the Supplier is paid on the basis of cost of labour, materials and plant, plus an agreed percentage for overheads and profit.
<b>Delivery</b>	means the act of delivering the Goods or Services, or executing Works (or any combination thereof) required by the Purchase Order, and "Delivered" shall be construed accordingly.
<b>Direct EU Legislation</b>	has the meaning given to it in the European Union (Withdrawal) Act 2018 (as amended).
<b>Employer</b>	means the party who appointed Enerveo under the Main Contract.

# *Enerveo: Standard Terms of Purchase*

<b>Employer's Representative</b>	means the person appointed by the Employer to fulfil the function of the contract administrator under the Main Contract.
<b>Enerveo</b>	means Enerveo Limited, Company Number 2317133, whose registered office is at No. 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH.
<b>Framework Agreement</b>	means the agreement between Enerveo and the Supplier, the purpose of which is to establish the terms governing contracts to be awarded during a given period.
<b>EU-Derived Domestic Legislation</b>	has the meaning given to it in the European Union (Withdrawal) Act 2018 (as amended).
<b>Exclusive Economic Zone</b>	means the exclusive economic zone of the United Kingdom prescribed by Part V of the United Nations Convention on the Law of the Sea 1982.
<b>Force Majeure</b>	means any act or event that prevents or delays the affected Party from performing an obligation under the Contract, or complying with any conditions required by the other Party under the Contract, if such act or event is beyond the reasonable control of, and not the fault of, the affected Party and such Party has been unable, by the exercise of all reasonable effort and due diligence, to overcome or mitigate the effects of such act or event. Force Majeure shall include, but not be limited to, unforeseen natural disaster, war or other hostilities (whether war be declared or not), riot, civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power, or acts of The Queen's enemies.
<b>General Data Protection Regulation</b>	means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
<b>Goods</b>	means the articles to be purchased by Enerveo as described in the Purchase Order and Delivered by the Supplier and shall include intangible goods.
<b>Incoterms</b>	means the set of rules which define the responsibilities of sellers and buyers for the delivery of goods under sales contracts. They are published by the International Chamber of Commerce (ICC) for use in commercial transactions.
<b>Living Wage and LW</b>	means the real Living Wage which is calculated anew each year by the Resolution Foundation on behalf of the Living Wage Foundation with the relevant calculation being overseen by the Living Wage Commission or, as the case may be, by successor organisations of the Resolution Foundation, Living Wage Foundation or the Living Wage Commission each in their respective roles. It is expressed as an hourly wage rate payable to those working outside London in the United Kingdom and as a separate higher hourly wage rate payable to those working in London with London being defined as all boroughs in Greater London. The Living Wage is not a statutorily prescribed wage rate and should not be mistaken for the national minimum wage or the national living wage, both of which rates are as set out in regulations made pursuant to the National Minimum Wage Act 1998 as amended from time to time.

# *Enerveo: Standard Terms of Purchase*

<b>LW Announcement Date</b>	means in respect of any year, the date on which the newly calculated Living Wage is advertised by the Living Wage Foundation on their webpage ( <a href="https://www.livingwage.org.uk">https://www.livingwage.org.uk</a> ) or on the webpage of any successor organisation.
<b>LW Implementation Date</b>	means any date up to a maximum of six months from the LW Announcement Date.
<b>Main Contract</b>	means the contract between Enerveo and the Employer, details of which are provided in the Purchase Order.
<b>Main Contract Works</b>	means the works to be carried out under the Main Contract, details of which are provided in the Purchase Order.
<b>Medium Enterprise</b>	Means an organisation that employs more than 49 direct employees.
<b>Parties</b>	means Enerveo and the Supplier.
<b>Personal Data</b>	has the meaning given to it in Data Protection Legislation.
<b>Purchase Order</b>	means Enerveo's written instructions to the Supplier to supply the Goods, Services or Works (or any combination thereof) which incorporates the terms and conditions herein. The Purchase Order carries a statement of the requirement. All Purchase Orders shall be serially-numbered.
<b>Satisfactory Quality</b>	Means, in relation to Goods, that they meet the standard that a reasonable person would regard as satisfactory, taking account of any description of the Goods, the price and all the other relevant circumstances.
<b>Enerveo's Representative</b>	means the person managing the project for which the Purchase Order is issued. Enerveo's Representative is usually the nominated project engineer, but the term may also include members of Enerveo's Procurement and Commercial team.
<b>Service Employee</b>	means all employees, officers, staff, other workers, agents and Suppliers of the Supplier, and of any suppliers who are engaged in the performance of the Works from time to time.
<b>Services</b>	means the services to be purchased by Enerveo and Delivered by the Supplier, and includes the services provided by the Supplier in the course of supplying and Delivering Goods, and in the process of completing Works.
<b>Site</b>	means the site where the Works are to be carried out.
<b>Small Enterprise</b>	means an organisation that employs less than 50 direct employees.

# *Enerveo: Standard Terms of Purchase*

<b>Enerveo Data</b>	means Personal Data received from or on behalf of Enerveo, or otherwise obtained in connection with the performance of the Supplier's obligations under the Contract.
<b>Supervisory Authority</b>	has the meaning given to it in Data Protection Legislation.
<b>Supplier</b>	means the person, firm or company who is named on the Purchase Order and who accepts Enerveo's order subject to the Contract. For the avoidance of doubt, the term "Supplier" shall encompass such terms as "contractor", "subcontractor" and "seller".
<b>Supplier Personnel</b>	means employees, directors, officers, contractors, agents and consultants of the Supplier and of any subcontractor of the Supplier.
<b>Works</b>	means the carrying out of construction operations by the Supplier in accordance with instructions issued by Enerveo detailing the scope and type of works to be carried out (as specified in the Purchase Order) including but not limited to, tests and performance requirements, and all drawings, specifications and other documents referred to in the Purchase Order.

- 1.2 Any reference to a person includes permitted assignees or other transferees. A reference to a person includes any person, individual or company. References to enactments, codes of practice, guidelines or rules include all amendments, modifications and supplements thereof. The masculine includes the feminine and vice versa, and the singular includes the plural. "Herein" and "herewith" refer to the Contract and the headings to the conditions are for convenience only and must not be construed as forming part of any term or condition of the Contract.
- 1.3 Throughout the Contract, where reference is made to any regulation or control pursuant to Direct EU Legislation, EU-Derived Domestic Legislation or to any other related EU regulation, the same shall apply after the withdrawal of the United Kingdom from the European Union, pursuant to the European Union (Withdrawal) Act 2018 (as amended by the European Union (Future Relationship) Act 2020).
- 1.4 All notices, communications and related documents are to be in the English language.

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# *Enerveo: Standard Terms of Purchase*

## 2. Application of Terms

- 2.1 The Contract shall prevail over any inconsistent terms or conditions contained or referred to in any of the Supplier's documents or implied by practice or course of dealing, and the Supplier's terms and conditions (if any) do not govern the Contract. The Supplier shall not issue any qualification or exclusion to the terms and conditions herein and any such unilateral qualification of the terms and conditions herein by the Supplier shall not be accepted by Enerveo and shall render the Purchase Order cancelled at no cost to Enerveo. The Contract may not be altered without Enerveo's written consent and the Supplier acknowledges that any change or amendment will be rejected unless Enerveo agrees to the amendment in writing.
- 2.2 Each Purchase Order is an offer to purchase Goods, Services or Works (or any combination thereof) subject to the Contract. No terms and conditions delivered with, or contained in, the Supplier's quotation, acknowledgement or acceptance of Purchase Order, specification or similar document shall form part of the Contract and the Supplier waives any right to rely on such terms and conditions; for the avoidance of doubt, a Purchase Order acknowledgement issued under the Supplier's terms and conditions will be a counter offer, not an unqualified acceptance of the Purchase Order, and will not be accepted by Enerveo. No variation shall have effect unless it is agreed in writing and signed by Enerveo's Representative.
- 2.3 Where the Purchase Order is issued pursuant to a Framework Agreement or any other contract (which includes subcontracts) between Enerveo and the Supplier, the terms of that Framework Agreement or contract shall prevail over the terms herein.

## *Enerveo: Standard Terms of Purchase*

### **3. The Supplier's Obligations as to Quality**

#### 3.1 In respect of Goods:

- 3.1.a All Goods supplied shall be of the best available design, of the best quality, material and workmanship, be without fault and shall conform to the Purchase Order and specification supplied by Enerveo (or any third party acting on behalf of Enerveo). The Supplier warrants that the Goods comply with all relevant health & safety legislation and statute. It is the Supplier's responsibility to find out from Enerveo the purposes that Enerveo intend the Goods to be put to (including any applicable deadline affecting Enerveo). The Supplier warrants that the Goods Delivered for a specific purpose shall be fit for that purpose, save only for any unsuitability which the Supplier has, as soon as might reasonably have been expected of him (and in any case before starting Delivery), expressly notified to Enerveo and Enerveo has been afforded opportunity to accept, amend or cancel the requirement. In all cases, Goods Delivered shall be of Satisfactory Quality.
- 3.1.b Enerveo may inspect, test and (if appropriate) reject the Goods. If any inspection or testing reveals that the Goods do not conform, or are unlikely to conform, to the Purchase Order, the Supplier agrees to take immediate action to ensure conformity.
- 3.1.c Notwithstanding any inspection or testing, the Supplier is fully responsible for ensuring that Goods comply with the Contract. Any inspection or testing does not diminish or otherwise affect the Supplier's obligations and the Supplier agrees that any signature by or on behalf of Enerveo does not signify acceptance of the Goods.

#### 3.2 In respect of Services:

- 3.2.a The Supplier shall deliver the Services in a proper and workmanlike manner, exercising the reasonable skill, care and diligence to be expected of a qualified and competent specialist supplier experienced in carrying out work of a similar size, scope, nature and complexity to the requirement specified in the Purchase Order.
- 3.2.b The Services are to be delivered in accordance with the specification in the Purchase Order.

#### 3.3 In respect of Works, the Supplier shall carry out and complete the Works in accordance with the Purchase Order, the relevant provisions of the Main Contract and to the reasonable satisfaction of Enerveo's Representative, in a proper and workmanlike manner. The Supplier shall exercise the reasonable skill, care and diligence to be expected of a qualified and competent specialist contractor experienced in carrying out work of a similar size, scope, nature and complexity to the Works.

#### 3.4 Nothing in the Contract shall obviate the Supplier's obligations pursuant to the Supply of Goods and Services Act 1982.

# *Enerveo: Standard Terms of Purchase*

## 4. Supplier's Obligations

- 4.1 Where the Purchase Order concerns the provision of Works:
- 4.1.a The Supplier shall commence the Works on the Commencement Date and shall complete the Works by the Completion Date in accordance with the Contract.
  - 4.1.b The Supplier shall be fully responsible for the protection and care of the Works until they have been fully and properly completed.
  - 4.1.c Enerveo shall advise the Supplier in writing when it is considered that Completion of the Works has been achieved and, if appropriate will issue a Completion certificate. After Completion, the Supplier shall, at his expense, make good any defects during the defects-liability period (stated in the Purchase Order) within 7 days. If the Supplier fails to make good any defects within 7 days of being notified by Enerveo, Enerveo may arrange for the defective work to be rectified (by Enerveo or others) and recover all costs from the Supplier.
  - 4.1.d The Supplier shall provide all labour (including supervision), plant, materials, equipment, machinery and all apparatus required for the effective execution of the Works.
  - 4.1.e The Supplier will be given access to Site on the date specified in the Purchase Order (subject to any variation). The Supplier acknowledges that he will not be given exclusive or uninterrupted possession of, or access to, work areas or any part of the Site.
  - 4.1.f The Supplier shall observe the same hours of working as Enerveo, unless otherwise agreed, and shall comply with all reasonable rules and regulations of Enerveo governing the execution of the Works, including but not limited to, arrival and departure from Site, storage, etc.
  - 4.1.g The Supplier must not, without the prior written consent of Enerveo, vary, relax or waive any requirement of the Works, or act upon the instructions of any third party.
  - 4.1.h The Supplier shall, on the request of Enerveo, produce reports to show the progress of the Works and attend meetings to allow Enerveo to monitor the progress of the Works.
  - 4.1.i The Supplier shall clear away and properly dispose of all debris, rubbish and other waste material in accordance with the relevant regulations and legislation and shall properly clean all affected areas and services.
  - 4.1.j Enerveo may (on reasonable notice) instruct that the Works are varied, whether by additional, substituted or omitted works. The Supplier shall comply with all such instructions. All variations shall be valued on a fair and reasonable basis.
  - 4.1.k Additional costs (including but are not limited to Daywork rates) may be claimed by the Supplier where Enerveo has provided specific written consent to additional costs being claimed by the Supplier and the Supplier has provided full substantiation of his costs. Daywork rates can only be charged when the Supplier has included Daywork rates in his original quotation for the Works and has provided Enerveo with the reason why Daywork rates are being claimed, the names and job titles of each person proposed to work Daywork rates, the estimated number of hours to be worked, the activities to be carried out and full details of any other costs to be claimed.
  - 4.1.l The Supplier shall ensure that, before any additional work is commenced, Enerveo's Representative



## *Enerveo: Standard Terms of Purchase*

has agreed to the additional costs. Claims will not be paid unless the Supplier has followed the above procedure as the Supplier's price for Works is fixed and firm. The Supplier shall ensure that his final account is submitted within 6 months of Completion.

- 4.1.m Prior to the Delivery of any required Works, the Supplier is deemed to have full knowledge of the Main Contract (save Enerveo's prices). Viewing of the Main Contract can be arranged with Enerveo's Representative. The Supplier shall comply with the relevant provisions of the Main Contract and shall ensure that no act or omission of the Supplier shall result in a breach of the Main Contract by Enerveo. The Supplier shall indemnify Enerveo against all claims, demands, proceedings, costs and expenses which arise as a result of the Supplier's breach of the Contract, and which cause Enerveo to breach the Main Contract.
- 4.1.n In respect of the Works, the Supplier shall, when requested by Enerveo, execute deeds of collateral warranty in favour of the Employer, funder, purchaser and tenant of the Works and any other party required by the Main Contract on terms no more onerous than the Contract. The Supplier shall carry out and complete the Works in accordance with the Contract; the relevant provisions of the Main Contract; and to the reasonable satisfaction of Enerveo's Representative and shall use the reasonable skill and care to be expected from a qualified and competent specialist contractor experienced in carrying out work of a similar size, scope, nature and complexity to the Works.
- 4.2 The Supplier agrees to indemnify Enerveo against direct, indirect or consequential losses (including, but not limited to, loss of profit, loss of business, depletion of goodwill, etc.), damages, injury, costs and expenses (including legal and other professional costs) awarded against or incurred by Enerveo as a result of, or in connection with:
  - 4.2.a The Supplier's defective design (where the Purchase Order specifies design services) or workmanship, or any breach of the Contract.
  - 4.2.b An infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods, or in the process of delivering the Services.
  - 4.2.c Any claim against Enerveo for loss, damage, injury, cost or expense sustained by Enerveo's customer, or a third party, or by Enerveo's employees or agents to the extent that such loss, damage, injury, cost or expense was caused by the Goods, or is a consequence of a direct or an indirect breach of Contract by the Supplier.
  - 4.2.d Any breach of an applicable law, statutory regulation or enactment.
- 4.3 Enerveo is not liable in negligence or for any direct, punitive, exemplary, special, indirect or consequential loss, or damages arising from the Supplier's failure.
- 4.4 The Supplier is responsible for the health and safety of his employees and agents and shall comply in all respects with all relevant Health-and-Safety-at-Work legislation and related regulations. The Supplier shall ensure that his Goods do not contain asbestos or any other hazardous materials, except where the Purchase Order calls for the supply of hazardous materials, in which case the Supplier shall provide Safety Data Sheets in accordance with current regulations and shall ensure that the Goods are correctly packaged and delivered in accordance with current legislation and good industry practice. The Supplier shall observe and comply with the **SHE Requirements Specification for Contracts (RF-SHE-1050)**. A copy of this document is available on request).
- 4.5 The Supplier guarantees the performance of Goods for 12 months from:
  - 4.5.a Enerveo's acceptance of the Goods, or;

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## *Enerveo: Standard Terms of Purchase*

4.5.b Initial normal working operation of the Goods, or;

4.5.c Any other period agreed by the Parties;

whichever is the later and agrees to replace (without cost to Enerveo) all defective Goods. Any costs incurred in searching for defects or in replacing defective Goods shall be paid by the Supplier.

- 4.6 The Supplier shall ensure that he has sufficient employees and resources to properly perform the Contract requirements to the reasonable satisfaction of Enerveo.
- 4.7 Enerveo may require the removal of any person carrying out Services if, in Enerveo's opinion, their performance has been unsatisfactory or if he is not a fit and proper person so to be employed. In that event, the Supplier shall promptly remove that person and promptly provide a suitable replacement. Action undertaken in accordance with this clause shall not excuse the Supplier from any of his obligations under the Contract.

# *Enerveo: Standard Terms of Purchase*

## 5. Delivery of Goods

- 5.1 Goods shall be Delivered, carriage paid by the Supplier, to Enerveo's place of business or to such other place of Delivery as notified in the Purchase order or as otherwise agreed in writing prior to Delivery. The Supplier shall be responsible for the safe and effective off-load of the Goods at the point of Delivery. For international Deliveries (where Delivery is made across an international border), the Delivery terms shall be DDP (Incoterms 2010) to the place named on the Purchase Order. For national Delivery, terms shall be DAP (Incoterms 2020) to the place named on the Purchase Order.
- 5.2 The date for Delivery of Goods shall be specified in the Purchase Order or if no date is specified, Delivery shall take place within 72 hours of the date of the Purchase Order. The Supplier shall ensure that each Delivery is accompanied by a delivery note specifying the Purchase Order number; the date of the Purchase Order, and the number of packages and their contents, and, in the case of part Delivery, details of the outstanding Goods to be Delivered. If the Goods are Delivered to a place which is not Enerveo's place of business, the Supplier shall provide to Enerveo with a signed receipt for the Goods. Deliveries shall only be accepted during normal working hours, unless agreed in writing by Enerveo.
- 5.3 Time for Delivery of the Goods shall be of the essence. Enerveo may, at Enerveo's sole discretion, extend the time for Delivery by notice in writing to the Supplier.
- 5.4 If the Goods are not Delivered by the due date, Enerveo may:
  - 5.4.a Cancel the Order in whole or in part.
  - 5.4.b Refuse to accept subsequent Delivery of the Goods.
  - 5.4.c Recover the costs reasonably incurred by Enerveo in obtaining substitute Goods from another Supplier
  - 5.4.d Claim damages for additional costs, Losses or expenses incurred by Enerveo which are attributable to the Supplier's failure to Deliver the Goods in accordance with the Contract.
- 5.5 The Supplier is responsible for the collection of pallets and other packaging materials. Any pallets or waste not collected will be disposed of in an environmentally friendly manner by Enerveo, with the fair and reasonable costs for doing so being paid by the Supplier.
- 5.6 If Enerveo agrees in writing to accept Delivery in instalments, any failure to Deliver an instalment shall entitle Enerveo to reject the whole of the Goods specified on the Purchase Order.
- 5.7 If Goods are delivered which exceed the quantities ordered by Enerveo, Enerveo is not required to pay the excess and any excess shall be at the Supplier's risk (such surplus Goods are returnable to the Supplier at the Supplier's cost). Exceptionally, Enerveo may elect to retain any surplus Goods, in which case Enerveo shall pay the Supplier a fair and reasonable sum for the surplus Goods which shall not be greater than the price of the Goods specified in the Purchase Order.
- 5.8 Acceptance of Goods is not deemed to have taken place until at least 21 days have elapsed after Delivery. On discovery of any latent defects, Enerveo is entitled to reject the Goods.

# *Enerveo: Standard Terms of Purchase*

## **6. Risk, Property and Insurance**

- 6.1 Goods remain the Supplier's risk and responsibility until Delivery, unloading and stacking (as necessary) of the Goods has been completed and a proof-of-delivery note has been signed by a representative of Enerveo.
- 6.2 Title in Goods passes to Enerveo on Delivery, apart from when Enerveo makes payment before Delivery, in this case, title will pass when payment is made by Enerveo and, in such cases, the Supplier will provide a vesting certificate at Enerveo's request.
- 6.3 The Supplier is responsible for the Goods until Delivery and shall maintain adequate insurance to the full replacement value of the Goods.
- 6.4 Unless specified otherwise in the Purchase Order, the Supplier is to carry appropriate insurance to include:
  - 6.4.a Product Liability Insurance in the minimum amount of £10,000,000.00 (Ten Million Pounds Sterling) throughout any warranty period.
  - 6.4.b Public Liability and Employer's Liability Insurance for a minimum amount of £10,000,000.00 (Ten Million Pounds Sterling) for any one occurrence through the warranty period.
  - 6.4.c Contract Works or Contractors (All-Risks) Insurance (if applicable) for the full value of the Contract.
  - 6.4.d In respect of design work, Professional Indemnity Insurance in the minimum amount of £10,000,000.00 (Ten Million Pounds Sterling).
  - 6.4.e Where the requirement described in the Purchase Order involves Delivery of Goods and Services to, or the performance of Works on, any location Airside at an Aerodrome (as defined in The Air Navigation Order 2016 and Regulations (CAP 393), as amended), the Supplier is to carry Airside Insurance for all risks with an indemnity limit of at least £50,000,000.00 (Fifty Million Pounds Sterling), unless a higher limit is specified in the Purchase Order.
- 6.5 The Supplier is to provide details of his insurance cover to Enerveo on request and if the Supplier fails to obtain effective insurance, Enerveo may obtain the necessary insurance and recover any costs incurred from the Supplier.

## **7. Price**

- 7.1 The price of the Goods, Services or Works (or any combination thereof) shall be agreed with the Supplier and stated in the Purchase Order and is exclusive of VAT (which shall be payable by Enerveo on receipt of a valid VAT invoice). The price is inclusive of all charges for packaging, shipping, carriage, insurance and Delivery, and any duties, imports or levies (other than VAT). Where Incoterms apply, unless otherwise stated, Delivery at Place (DAP) will be applicable (to the place specified in the Purchase Order).
- 7.2 Prices shall be fixed and firm for all Deliveries under the Contract and the Supplier is not permitted to make any increase in the price of the Goods, Services or Works (or any combination thereof) without exceptionally the prior written consent of Enerveo's Representative, accompanied by an amended Purchase Order.

# *Enerveo: Standard Terms of Purchase*

## 8. Payment

- 8.1 Where the Purchase Order concerns the provision of Works:
- 8.1.a The Supplier is deemed to have inspected and examined the Site, including but not limited to, ground conditions, services, physical obstructions, etc. and made all necessary investigations before submitting and agreeing his price for the Works.
  - 8.1.b Enerveo shall pay the Supplier the agreed price for the Works (specified in the Purchase Order) in accordance with this Clause 8.1.
  - 8.1.c In respect of payment for Works:
    - 8.1.c.i Subject to Clause 8.1.c.iii, at 28-day intervals, the Supplier shall submit an Application for Payment specifying the sum that he considers is due for payment and the basis on which that sum was calculated, together with all relevant supporting documentation and any information requested by Enerveo.
    - 8.1.c.ii The Supplier agrees that his application for payment shall not constitute a Payment Notice.
    - 8.1.c.iii The Valuation Date shall be the last day of the relevant month (the month during which the Works were undertaken). A valid Application for Payment must be submitted no later than 7 days prior to the Valuation Date (making a reasonable assessment of the value of the Works to be undertaken during those 7 days); this shall be the Application Date.
    - 8.1.c.iv The Payment-Due Date shall be 14 days after the Valuation Date.
    - 8.1.c.v Enerveo shall prepare a Payment Notice specifying the sum that Enerveo considers is due to the Supplier and the basis on which that sum was calculated. Enerveo shall issue the Payment Notice to the Supplier no later than 5 days after the Payment-Due Date.
    - 8.1.c.vi For a Medium Enterprise, the Final Date for Payment shall be 60 days after the Valuation Date or 44 days after the date of submission of a valid invoice, whichever is the later (unless exceptionally agreed otherwise in writing by Enerveo). For a Small Enterprise, the Final Date for Payment shall be 30 days after the Valuation Date or 30 days after the submission of a valid invoice, whichever is the later (unless exceptionally agreed otherwise in writing by Enerveo.).
    - 8.1.c.vii No later than one day before the Final Date for Payment, Enerveo may serve a Pay- Less Notice which shall specify the amount it is proposed to pay and the basis on which that sum was calculated.
  - 8.1.d The payment schedule specified in Clause 8.1.c (above) may only be varied with the prior agreement of the Parties in writing; such agreement to be appended to the Purchase Order.
  - 8.1.e The Supplier shall submit an invoice for the amount shown in Enerveo's payment notice and this shall be submitted to Enerveo by e-mail to [ap.invoices@enerveo.com](mailto:ap.invoices@enerveo.com), quoting the Purchase Order number and details of the Works Delivered (as specified in the Payment Notice). If the Supplier issues a default payment notice, this must be sent to the office that instructed the Supplier to carry out the Works and simultaneously sent to Enerveo's registered office marked 'for the attention of the Head of Legal.

## *Enerveo: Standard Terms of Purchase*

- 8.1.f In respect of Works only and pursuant to the Housing Grants, Construction and Regeneration Act 1996 (as amended by Local Democracy, Economic Development and Construction Act 2009), Enerveo shall not be liable for any payment to the Supplier if Enerveo is unable to recover any sum from the Employer due to the insolvency of the Employer.
- 8.1.g Enerveo shall not be liable to the Supplier for any claim arising out of, or in connection with, the Contract unless the Supplier makes a written claim to Enerveo within 7 days of the event or the potential delay event. The Supplier is then required to submit further detailed particulars of the event or the potential delay event within a further 10 days.
- 8.1.h Enerveo may deduct and retain up to 5% from the sums due under Clause 8.1.e (the exact retention percentage being specified in the Purchase Order), half of which will be released to the Supplier on the Completion Date. The remainder will be released when the completion certificate (or the like) is issued under the Main Contract.
- 8.2 Subject to Clause 8.3, Enerveo shall pay for Goods and Services after the Goods and Services have been Delivered to Enerveo or to such other place as specified by Enerveo in writing before Delivery, and, in the case of Goods, on receipt of a signed receipt in accordance with Clause 5.2. In respect of Goods only, where a valid vesting certificate has been issued by the Supplier to Enerveo (and has been accepted by Enerveo) to certify that title in the Goods has passed to Enerveo (but not risk), that shall constitute receipt of the Goods.
- 8.3 For Goods and Services Delivered (not Works, as Clause 8.1 shall apply in respect of Works), the Supplier shall submit a VAT invoice, quoting the Purchase Order number, details of the Goods and Services supplied, price, etc. to [ap.invoices@enerveo.com](mailto:ap.invoices@enerveo.com). For a Small Enterprise, the date for payment shall be 30 days after the submission of a valid and undisputed invoice. For a Medium Enterprise, the date for payment shall be 60 days after the submission of a valid and undisputed invoice.
- 8.4 Without prejudice to any other right or remedy, Enerveo may set off any amount owed by the Supplier to Enerveo against any amount payable by Enerveo to the Supplier. The Supplier is not entitled to suspend Deliveries if any sums are unpaid or outstanding.
- 8.5 The Supplier agrees and acknowledges that he is required to submit invoices on a timely basis so as to avoid unnecessary business costs being incurred by Enerveo or any hardship; therefore, notwithstanding the Supplier rights under law, the Supplier hereby agrees that Enerveo is entitled to reject invoices submitted more than twelve months after the date that Goods or Services (as appropriate) were provided by Supplier to Enerveo.

# *Enerveo: Standard Terms of Purchase*

## 9. Warranty

- 9.1 The Supplier warrants that:
  - 9.1.a The quantity, quality, description and specification for Goods supplied will be those specified in the Purchase Order and in addition, they shall be of the best standards reasonably to be expected in the market for that kind of Goods, and;
  - 9.1.b All Goods will be free from defects in materials and workmanship, and;
  - 9.1.c All Goods will comply with all statutory requirements and with all normally-applicable quality standards relating to their sale or supply, and;
  - 9.1.d All claims made by the Supplier about any Goods, Services or Works, and all ostensibly-serious claims in the Supplier's advertising and promotional material, are correct and can be relied upon, and;
  - 9.1.e Any Services will be performed by appropriately qualified and trained personnel, and;
  - 9.1.f Neither the sale and supply of any Goods nor the proper use of the Goods by Enerveo for an intended purpose will breach any property rights in or about those Goods, including intellectual property rights, of any other person.
- 9.2 All warranties, conditions and other terms implied by statute or common law in Enerveo's favour will apply to any Goods bought from the Supplier.
- 9.3 The Supplier will indemnify Enerveo and keep us indemnified immediately upon our written demand against any cost, claim, expense or liability arising from any risk for which the Supplier is responsible under the Contract.
- 9.4 If the Supplier fails to comply with any obligation under the Contract, Enerveo will be entitled, at Enerveo's discretion, to reject any Goods and the Supplier will not be entitled to receive payment for those rejected Goods.
- 9.5 If any of the Goods do not comply with all Contract requirements, Enerveo can demand that the Supplier repair them or supply replacement Goods within seven days or, at Enerveo's sole discretion, Enerveo can reject the Goods and demand the repayment of any sum already paid for them.
- 9.6 If any Contract Goods or rights were bought or obtained by the Supplier from a third party then any benefits or indemnities that the Supplier holds from that other party, in respect of those items, will be held on trust for Enerveo.

## 10. Confidentiality

- 10.1 The Supplier shall keep, in strict confidence, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Enerveo (or Enerveo's agents), together with any confidential information concerning Enerveo's business which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential material to his employees, agents or subcontractors only on a need-to-know basis for the sole purpose of discharging the Supplier's obligations to Enerveo under the Contract. The Supplier shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality that are at least as onerous as specified herein.

# *Enerveo: Standard Terms of Purchase*

## 11. Enerveo's Property

- 11.1 Materials, equipment, tools, copyright, designs or any other forms of intellectual property right (IPR) in all drawings, specifications and data supplied by Enerveo to the Supplier shall remain the exclusive property of Enerveo and shall be held by the Supplier in safe custody and maintained and kept in good condition. The Supplier shall not dispose of such materials other than in accordance with Enerveo's written instructions, and the Supplier shall not use such items for any other reason than that authorised by Enerveo in writing. Supplier shall not have lien on Enerveo's property at any time.
- 11.2 If any Goods or Services are manufactured or supplied to Enerveo's designs or specifications, or where Enerveo has paid for or is to pay the Supplier for design, research or development work, ownership of such works, designs, data, including all IPR shall vest in Enerveo, and the Supplier shall take all reasonable steps to vest such rights with Enerveo.
- 11.3 The Supplier shall not, without Enerveo's prior written consent, use Enerveo's intellectual property (including, but not limited to, copyrights, trading styles, trademarks, etc.) for any reason.

## 12. Termination

- 12.1 Enerveo may terminate the Contract (in whole or in part) by giving written notice to the Supplier, whereupon the Supplier shall suspend all work and Enerveo shall pay the Supplier fair and reasonable compensation for work in progress at the date of termination (such compensation shall not include loss of profits or any consequential loss).
- 12.2 Enerveo may terminate the Contract by giving written notice to the Supplier in the event that:
  - 12.2.a The Supplier commits a material breach of the Contract.
  - 12.2.b Distress, execution or other process is levied on any asset of the Supplier.
  - 12.2.c The Supplier convenes a meeting of creditors or enters into liquidation.
  - 12.2.d The Supplier ceases, or threatens to cease, business or his financial position deteriorates to such an extent that, in the opinion of Enerveo, the Supplier's ability to fulfil his obligations is jeopardised.

## 13. Term

- 13.1 The term of the Contract shall be from the date of issue of the Purchase Order to the conclusion of any period of warranty. In the absence of any other agreed warranty period, the term of the Contract shall be twelve years from the date of issue of the Purchase Order in respect of Works and six years in respect of Goods and other Services.

## 14. Assignment

- 14.1 The Supplier shall not be entitled to assign the Contract, or any part of it, without Enerveo's prior written consent. Enerveo may assign the Contract or any part of it to any person or firm.



# *Enerveo: Standard Terms of Purchase*

## 15. Force Majeure

- 15.1 Apart from an obligation to pay monies, neither Party shall have any obligation to the other if they are prevented from doing so by an event of Force Majeure.

## 16. Living Wage

- 16.1 The Supplier agrees to pay all of his personnel who are directly employed by the Supplier in respect of the Services or Works not less than the Living Wage and ensure all employees of his contractors and subcontractors performing the Services or Works are paid not less than the Living Wage for the term of this contract if and for so long as such personnel, employees, contractors or subcontractors:
- 16.1.a Are not apprentices or interns.
  - 16.1.b Are aged 18 or over.
  - 16.1.c Work for:
    - 16.1.c.i At least 2 hours in any working day and for at least 8 consecutive weeks in any calendar year, or;
    - 16.1.c.ii At least 16 working days within 8 consecutive weeks.
  - 16.1.d And either:
    - 16.1.d.i Work on Enerveo's premises or those of Enerveo's affiliates, or any site or property which is owned or in the control of Enerveo or Enerveo's affiliates located in the United Kingdom, or work wholly and directly on behalf of Enerveo or Enerveo's affiliates in providing the Services or Works to Enerveo's or Enerveo's Affiliate's UK domestic or business customers, or prospective customers, from a place of work which is located in the United Kingdom, or;
    - 16.1.d.ii Work on any site or property of Enerveo or of Enerveo's affiliates in the United Kingdom's Exclusive Economic Zone (excluding British Overseas Territories, the Crown Dependencies and the British Antarctic Territory).
- 16.2 The Supplier shall demonstrate compliance in accordance with this Condition 16 for his direct employees as well as employees of his contractors and subcontractors. The Supplier shall also cooperate in good faith with all reasonable requests made by Enerveo for information purposed to confirm the Supplier's compliance with his obligations under this Condition 16. The Supplier shall make available to Enerveo all information necessary and allow for and contribute to audits and inspections conducted by Enerveo or the Enerveo's mandated auditor, to demonstrate the Supplier's compliance with his obligations under this Condition 16. These audit rights are in addition to and without prejudice to any further audit or inspection obligations of the Supplier or rights of Enerveo agreed elsewhere in the Contract and each may be exercised separately. Audits or inspections carried out in accordance with this Condition 16 shall be at the Enerveo's expense unless the audit or inspection identifies a material breach of the Supplier's obligations under this Condition 16, in which case the Supplier shall reimburse Enerveo for all Enerveo's reasonable costs incurred in the course of the audit or inspection.
- 16.3 In the event of non-compliance with this Condition 16 by the Supplier, the Supplier shall act to resolve any non-compliance and will agree to resolve any such non-compliance in accordance with Enerveo's instructions, where these are issued, which shall include backdating any applicable payments to the LW Announcement Date. The backdating of payments shall be undertaken entirely at the cost of the Supplier, and the Supplier shall have no

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## *Enerveo: Standard Terms of Purchase*

right to recover such costs of non-compliance or the costs of resolving such non-compliance from Enerveo. In the event the Supplier has not resolved the non-compliance within a reasonable time (as determined by Enerveo in Enerveo's sole discretion), Enerveo shall be entitled to withhold such payment as may be due for the Services or Works until such time as the Supplier has acted to resolve the non-compliance; otherwise, the Purchaser shall be entitled to terminate the Contract in accordance with Condition 12 herein.

# *Enerveo: Standard Terms of Purchase*

## 17. General Data Protection Regulation

- 17.1 Enerveo and the Supplier acknowledge that, for the purposes of Data Protection Legislation, Enerveo is the Data Controller and the Supplier is the Data Processor of any Personal Data processed in connection with the Contract.
- 17.2 Enerveo and the Supplier acknowledge that the details of the processing activities contemplated under the Contract are set out in Schedule 1.
- 17.3 In addition to and notwithstanding any other right or obligation arising under the Contract, the Supplier shall, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the potential risks for the rights and freedoms of individuals concerned, take all technical and organisational measures to ensure a level of security appropriate to the risk and as necessary or desirable to ensure that Personal Data is protected against loss, destruction and damage, and against unauthorised access, use, modification, disclosure or other misuse. Such technical and organisational measures shall include, at a minimum, compliance with Enerveo's data protection and security policies as supplied from time to time, and may include, as appropriate:
- 17.3a The pseudonymisation and encryption of Personal Data, and;
  - 17.3b The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, and;
  - 17.3c The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, and;
  - 17.3d A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 17.4 The Supplier shall process Personal Data only to the extent and in such a manner as is necessary for the purposes specified in the Contract and in accordance with Enerveo's documented instructions from time to time (including with regard to transfers of Personal Data outside the European Economic Area or the UK or to an international organisation, unless the Supplier is otherwise required to process Personal Data by European Union, Member State and UK law to which the Supplier is subject, in which case the Supplier shall immediately inform Enerveo of that legal requirement unless prohibited by that law on important grounds of public interest), and shall not process the Personal Data for any other purpose;
- 17.5 The Supplier shall keep a written record of any processing of Personal Data he carries out on behalf of Enerveo, containing all information required by Data Protection Legislation, and make this record available on request to any relevant Supervisory Authority (or the UK equivalent):
- 17.5.a Take reasonable steps to ensure the reliability of Service Employees who have access to the Personal Data and shall ensure that: access to the Personal Data is limited to:
    - 17.5.a.i Those Service Employees who need access to the Personal Data to meet the Supplier's obligations under the Contract, and;
    - 17.5.a.ii In the case of any access by a Service Employee, such part or parts of the Personal Data as is strictly necessary for performance of that Service Employee's duties.

and that all Service Employees:

## *Enerveo: Standard Terms of Purchase*

- 17.5.a.iii Are informed of the confidential nature of, and are subject to binding confidentiality obligations in respect of, the Personal Data, and;
- 17.5.a.iv Only process Personal Data on instructions from Enerveo (unless otherwise required to do so by European Union, Member State or UK law), and;
- 17.5.a.v Have undertaken training in the laws relating to handling Personal Data, and;
- 17.5.a.vi Are aware both of the Supplier's duties and their personal duties and obligations under such laws and the Contract.
- 17.5.b Consider all suggestions made by Enerveo to ensure that the level of protection provided for Personal Data is in accordance with the Contract and to make the changes suggested (at the Supplier's cost) unless the Supplier can prove to Enerveo's reasonable satisfaction that they are not necessary or desirable to ensure on- going compliance with this Condition 17.
- 17.5.c Not disclose Personal Data to any third party without the written authority of Enerveo or as provided for in the Contract.
- 17.5.d Promptly comply with any request from Enerveo requiring the Supplier to amend, transfer or delete Personal Data.
- 17.5.e Assist Enerveo in ensuring compliance with Enerveo's security, data breach notification, impact assessment and consultation obligations under Data Protection Legislation, taking into account the nature of the processing and information available to the Supplier.
- 17.5.f At Enerveo's election, delete or return all Personal Data and existing copies to Enerveo at the end of the provision of the Services (unless European Union, Member State or UK law requires the Supplier to store the Personal Data).
- 17.5.g Make available to Enerveo all information necessary and allow for and contribute to audits and inspections conducted by Enerveo or Enerveo's mandated auditor, to demonstrate the Supplier's compliance with his obligations under this Condition 17.
- 17.5.h Process Personal Data in compliance with all Data Protection Legislation and shall not do or omit to do anything which causes Enerveo to breach any Data Protection Legislation or contravene the terms of any registration, notification or authorisation under any Data Protection Legislation of Enerveo.
- 17.5.i Not transfer Personal Data outside the European Economic Area or the UK without the prior written consent of Enerveo (such consent may be subject to and given on terms as Enerveo may in Enerveo's absolute discretion prescribe).
- 17.5.j Cooperate on request with any relevant Supervisory Authority (or the UK equivalent).
- 17.5.k On Enerveo's request, adhere to any applicable code of conduct or certification method approved under the General Data Protection Regulation.
- 17.5.l Take any further action and execute any further documents and amendments to the Contract as may, in Enerveo's reasonable opinion, be required to comply with Data Protection Legislation.

## *Enerveo: Standard Terms of Purchase*

- 17.6 The Supplier shall notify Enerveo immediately if:
- 17.6.a He receives a request from an individual to access, or to obtain information relating to processing of, their Personal Data.
  - 17.6.b He receives a request from an individual to cease or object to processing, or to rectify, block, restrict, erase or destroy, or for portability of, their Personal Data.
  - 17.6.c He receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to either party's compliance with Data Protection Legislation and the data protection principles set out therein.
  - 17.6.d In the Supplier's opinion, any instruction given by Enerveo to the Supplier infringes Data Protection Legislation.
  - 17.6.e He becomes aware of a breach of this Condition 17 or if it becomes aware of any suspected or detected (actual or potential) breach of security, unauthorised or unlawful processing, compromise, loss, destruction, damage or corruption of any Enerveo Data.
  - 17.6.f Any advance in technology and methods of working which mean that Enerveo should revise their security measures.
- 17.7 Taking into account the nature of the processing, the Supplier shall assist Enerveo by appropriate technical and organisational measures, insofar as possible, with fulfilling Enerveo's obligations in respect of Data Subject rights under Data Protection Legislation, including to respond to requests from Data Subjects, in order to ensure that the individual's rights under Data Protection Legislation are satisfied.
- 17.8 The Supplier may only authorise a third party to process the Personal Data:
- 17.8.a Subject to Enerveo's prior written consent and where the Supplier has supplied Enerveo with full details of such third party.
  - 17.8.b Provided that the third party is subject to a contract on terms which are the same as those set out in this Condition 17.
  - 17.8.c Provided that, if the third party fails to fulfil their obligations referred to in Clause 17.6.b, the Supplier shall remain fully liable to Enerveo for the performance of the third party's obligations.
  - 17.8.d Provided that the third party's contract terminates automatically on termination of the Contract for any reason.
- 17.9 The Supplier shall indemnify Enerveo for (and hold Enerveo harmless from) all losses, (including Losses), liabilities (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 an indemnity basis)), costs, damages, expenses (including management time) and charges incurred or suffered by Enerveo arising in connection with an act or omission of the Supplier (or his subcontractors) in breach of this Condition 17.

## **18. Bribery**

- 18.1 The Supplier shall comply with all applicable anti-bribery and anti-corruption legislation ("Anti-Bribery Laws") including the Bribery Act 2010 (the "Bribery Act"), as may be amended from time to time, and shall, throughout the term of the Purchase Order, maintain and enforce his own policies and procedures relating to anti-bribery and anti-corruption (including adequate procedures for the purposes of the Bribery Act) to ensure compliance with all Anti-Bribery Laws. Whether or not the Supplier has 'adequate procedures' shall be determined by reference to Section 7(2) of the Bribery Act and any guidance issued under Section 9 of the Bribery Act. The Supplier shall procure that all persons associated with the Supplier (as defined by Section 8 of the Bribery Act) including any contractors, subcontractors and suppliers comply with the provisions of this Clause 18.1.

# *Enerveo: Standard Terms of Purchase*

## 19. Off-Payroll Working

19.1 The Supplier shall, at all times:

19.1.a Ensure that any Supplier Personnel engaged or involved in the supply of Services or Works to Enerveo shall:

19.1.a.i Not be contracted (whether directly or indirectly) through an “intermediary” (which shall include, but not be limited to, a company in which the member of Supplier Personnel in question has a material interest, a partnership of which the member of Supplier Personnel in question is a member and is entitled to at least 60% of the profits, or an individual), and;

19.1.a.ii Have Pay As You Earn (“PAYE”) and National Insurance Contributions (“NICs”) applied to their earnings (whether by the Supplier, an agency or another third party).

19.1.b Warrant, represent and undertake, at the date of each Purchase Order and on a continuing basis throughout the term of each Order that he is not himself an “intermediary” as described in Clause 19.1.a.i above.

19.1.c Notify Enerveo in writing within forty (40) business days of the change if, at any point during the term of any Purchase Order, his ownership structure changes such that the Supplier becomes an “intermediary” as described in Clause 19.1.a.i (and shall provide Enerveo with all information and assistance required by Enerveo in relation to such change in ownership structure), and;

19.1.d Indemnify and keep indemnified Enerveo, and hold Enerveo harmless, against all claims, costs, expenses (including reasonable legal expenses and other professional fees (together with any VAT thereon)), liabilities, damages or losses whatsoever and howsoever arising (including, but not limited to, PAYE, NICs, Apprenticeship Levy (as introduced under the Finance Act 2016) and penalties and interest) incurred or suffered by Enerveo arising out of or in connection with:

19.1.d.i Any breach by the Supplier of the obligations, warranties, representations and undertakings set out in Clauses 19.1.a, 19.1.b or 19.1.c above, and;

19.1.d.ii Any determination or finding that any individual engaged or involved in the supply of Services or Works to Enerveo under any Purchase Order via an “intermediary” (as defined in Clause 19.1.a) is deemed to be an employee.

19.1.e For the avoidance of doubt, and notwithstanding any other provision herein or any Order, there shall be no limitation on the Supplier’s liability to Enerveo under Clause 19.1.d.

19.2 Any breach of Clauses 19.1.a, 19.1.b or 19.1.c shall be deemed to be a material breach of the relevant Purchase Order and shall allow Enerveo to terminate the relevant Purchase Order without further liability to the Supplier.

19.3 Where Enerveo is seeking to enforce the indemnity under Clause 19.1.d in respect of a third- party claim (an “Off-Payroll Claim”), control of such Off-Payroll Claim shall remain with Enerveo. The Supplier shall provide Enerveo with such assistance as is required (in each case, acting reasonably) regarding the Off-Payroll Claim, at the Supplier’s own cost.

# *Enerveo: Standard Terms of Purchase*

## 20. General

- 20.1 If any clause (or part of a clause) is found to be invalid or unenforceable, all other clauses remain in force. If any invalid or unenforceable clause would be valid or enforceable if part of it were deleted, that clause will apply with whatever modification is necessary to make it valid and enforceable.
- 20.2 Any notice or formal notification shall be in writing and either delivered personally or sent by prepaid First Class post to:
- 20.2.a In the case of Enerveo; to No. 1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH, marked for the attention of The Head of Legal – Enerveo.
- 20.2.b In the case of the Supplier; to the Supplier's registered office address or the Supplier's place of business (as appropriate).
- 20.3 A waiver is only effective if it is in writing and it applies only in the circumstances for which it is given.
- 20.4 Each Party agrees that they have not relied upon any undertaking, promise, assurance, statement, representation, warranty or understanding of any person relating to the Contract, and that the Contract is the entire agreement concerning the subject matter thereof.
- 20.5 Nothing in the Contract is intended to create a partnership between the Parties or to authorise the Parties to act as agent.
- 20.6 The Contract and any dispute arising out of it shall be governed by and construed in accordance with English law. Without prejudice to Clause 20.6.b, the courts of England & Wales have exclusive jurisdiction to hear any disputes which may arise out of in or connection with the Contract. Furthermore:
- 20.6.a English law shall apply in matters of non-contractual obligation.
- 20.6.b Any dispute or difference arising under the Contract shall, in the first instance, be referred to adjudication in accordance with The Housing Grants, Construction and Regeneration Act 1996 (as amended).
- 20.6.c If any dispute arises in connection with the Main Contract and Enerveo is of the opinion that it concerns the Goods, Services or Works (or any combination thereof Delivered under the Contract, Enerveo may request and require that the Supplier provides any required relevant information and attend meetings.
- 20.7 The Supplier undertakes, warrants and represents that:
- 20.7.a Neither the Supplier nor any of his officers, employees, agents, contractors or subcontractors has:
- 20.7.a.i Committed an offence under any applicable anti-slavery and human trafficking-related laws, statutes, regulations and codes in force from time to time, including, but not limited to, the Modern Slavery Act 2015 ('Modern Slavery Law') ('MSA Offence'), or;
- 20.7.a.ii Been notified that he is subject to an investigation, inquiry, claim, action, proceeding or complaint relating to an alleged MSA Offence or prosecution under Modern Slavery Law, or;
- 20.7.a.iii Become aware of any circumstances within his supply chain that could give rise to an investigation, inquiry, claim, action, proceeding or complaint relating to an alleged MSA Offence or prosecution under Modern Slavery Law.

## *Enerveo: Standard Terms of Purchase*

- 20.7.b He shall comply with Modern Slavery Law and take reasonable steps to prevent slavery and human tracking within his supply chain or otherwise within his business.
  - 20.7.c All of his officers, employees, agents, contractors, subcontractors and workers otherwise employed throughout his supply chain are paid in compliance with applicable local employment laws, including those requiring the payment of a minimum wage, and that all of the aforementioned persons are free from any form of debt bondage or financial burden linked to the rendering of their services, such as the withholding of wages or the imposition of recruitment fees.
  - 20.7.d Where any of his officers, employees, agents, contractors, subcontractors or workers otherwise employed throughout his supply chain, the Supplier shall submit a VAT invoice, quoting the Purchase Order number, details of the Goods and Services supplied, price, etc. to [ap.invoices@enerveo.com](mailto:ap.invoices@enerveo.com). the Supplier shall submit a VAT invoice, quoting the Purchase Order number, details of the Goods and Services supplied, price, etc. to [ap.invoices@enerveo.com](mailto:ap.invoices@enerveo.com). his obligations under this Order and allow Enerveo to meet Enerveo's own obligations under the Modern Slavery Act 2015.
- 20.8 In the event of any discrepancy or conflict between the documents forming part of the Contract, the Contract shall prevail.
- 20.9 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999, save as and when notified by Enerveo to the Contractor.



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# *Enerveo: Standard Terms of Purchase*

## **Schedule 1: Details of Data Processing Activity**

This Schedule sets out details about the processing of Personal Data under the Contract.

### **Subject Matter and Duration of the Processing**

The Personal Data shall be processed in order to allow the Supplier to supply the Goods, Services or Works (or any combination thereof), as described in the Contract. The processing shall take place for the duration of the Contract term, unless otherwise directed by Enerveo.

### **Nature and Purpose of the Processing**

Where the Supplier is providing software as a service, he may store personal data uploaded on behalf of Enerveo in a server hosted by the Supplier in the UK. Beyond storage and to allow Enerveo's authorised users to log on to the Supplier's platform (and unless otherwise instructed by Enerveo), the Supplier will not further access or process the relevant Personal Data except as may be incidentally necessary in order for the Supplier to perform maintenance activity on his software as a service offering. The purpose of the Supplier's processing is to allow Enerveo to benefit from the Services. Where the Supplier is supplying Goods, Services or Works (or any combination thereof), he may store personal data for the purposes of fulfilling his obligations under the Contract and the Supplier will not further access or process the relevant Personal Data on completion of his obligations.

### **Categories of Data Subjects**

The Personal Data to be processed relates to Enerveo employees and Service Employees.

### **Types of Personal Data**

The Personal Data processed comprises the following categories of data:

- 4.a Personal Data (excluding Sensitive Personal Data) such as names, addresses and contact telephone numbers.
- 4.b Other Personal Data directly associated with the provision of the Goods, Services or Works (or any combination thereof) by the Supplier in accordance with the requirement specified in the Purchase Order.