



PEABODY TRUST

TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

Agreement

means the binding contract, created by the Supplier's acceptance of Peabody's Purchase Order in accordance with Clause 2 below, comprising these written terms and conditions and the Purchase Order;

Delivery Address(es)

means the address(es) specified on the Purchase Order, to which the Products are required to be delivered;

Peabody

means Peabody Trust, a community benefit society registered with number 7741 of 45 Westminster Bridge Road, London, SE1 7JB;

Price

means the price payable for the Products and/or Services and/or Works, as set out in the Purchase Order;

Products

means the products (if any) to be provided by the Supplier pursuant to the Purchase Order, including any product(s) of the Services and or Works;

Purchase Order

means the purchase order on the reverse of these terms and conditions;

Services

means the services (if any) to be provided by the Supplier pursuant to the Purchase Order

Supplier

means the supplier named on the Purchase Order.

Works

means the works (if any) to be provided by the Supplier pursuant to the Purchase Order

1.2 References in this Agreement to any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder.

2 AGREEMENT

2.1 Peabody's Purchase Order constitutes an offer by Peabody to purchase the Products and/or Services and/or Works specified on the Purchase Order. No binding contract shall be formed until the Supplier has indicated its acceptance of the Purchase Order, either expressly by issuing a written notice of acceptance to Peabody, or impliedly by starting to supply the Products and/or Services and/or Works ordered.

1.1 By accepting Peabody's Purchase Order for Products and/or Services and/or Works, the Supplier shall be deemed to have accepted the terms and conditions of this Agreement

which shall govern the purchase of the Products and Services to the exclusion of any other terms and conditions (including without limitation any terms and conditions of the Supplier, whether on an order confirmation, delivery note, invoice or otherwise).

3 SUPPLY OF PRODUCTS AND SERVICES

- 3.1 The Supplier shall provide the Products and Services to Peabody in accordance with the terms and conditions of this Agreement.
- 3.2 The Supplier shall apply such time, attention, resources, trained personnel and skill as may be necessary or appropriate for the supply of the Products and Services ordered.
- 3.3 Peabody may require variations and/or additions to the Purchase Order, subject to the parties agreeing an appropriate adjustment to the Price. All variations and/or additions to Purchase Orders, including corresponding adjustments to the Price, shall be recorded in a revised Purchase Order, which shall be issued by Peabody to the Supplier. Once issued, the revised Purchase Order shall, unless otherwise agreed in writing, replace the previous Purchase Order.
- 3.4 The Supplier shall deliver the Products to Peabody, at the Supplier's risk and cost, by the date(s) and to the Delivery Address(es). Risk and title in the Products shall pass to Peabody upon signed-for delivery. If Peabody rejects any Products for failure to conform to the warranty contained in Clause 5.1(c), risk in the rejected Products shall revert to the Supplier.
- 3.5 The Supplier shall perform all Services within the timescales specified in the relevant Purchase Order and/or agreed between the parties.
- 3.6 Time shall be of the essence with respect to the delivery of Products and the supply of Services.
- 3.7 Representatives of the Supplier may be required to attend progress and review meetings with Peabody, as appropriate, to review the status and progress of the Services, discuss developments, consider proposals, agree actions and seek to resolve any issues arising.
- 3.8 The Supplier shall procure that the persons identified in any quotation, proposal or tender resulting in a subsequent Purchase Order for Services, are and remain actively involved with the performance of the Services.
- 3.9 The Supplier undertakes to supply the Products and/or Services and/or Works in accordance with:
 - (a) Peabody's relevant policies and procedures from time to time. It is the Supplier's sole responsibility to make itself aware of such policies and procedures, copies of which will be supplied upon request; and
 - (b) all applicable laws and regulations including without limitation in relation to equal opportunities, discrimination on grounds of sex, sexual orientation, age, disability and religious belief, health and safety, data protection and the protection of the environment.
- 3.10 The Supplier shall be bound by the ethical guidelines, regulatory requirements and any other standards or guidelines of any relevant professional or other institutions or regulatory bodies to which individuals or businesses providing products or services in the nature of the Products or Services are routinely bound (Professional Standards) and will act at all times in compliance with the Professional Standards.



- 3.11 The Supplier acknowledges and agrees that Peabody relies upon the Supplier's expertise and judgement as to the adequacy, appropriateness and quality of the Products and/or Services and/or Works for the purpose(s) made known by Peabody to the Supplier.

4 PAYMENT

- 4.1 The Supplier may invoice Peabody for the Price in the amount(s) and on the date(s) set out in the Purchase Order. Where no payment dates are specified in the Purchase Order, the Supplier shall invoice Peabody monthly in arrears, within seven days of the end of each month, in respect of all Products delivered and/or Services provided during the preceding month
- 4.2 Unless otherwise agreed in writing, the Supplier's invoices shall be payable within 30 days after the date on which Peabody receives the relevant invoice.
- 4.3 If the Supplier has provided Peabody with a quote, estimate or budget for any element of the Products and/or Services and/or Works to be supplied by it, and later has reason to believe that the Price will or may exceed such quote, estimate or budget, the Supplier shall immediately advise Peabody, and Peabody shall not be obliged to pay the Supplier any excess above such quote, estimate or budget which is not so advised to Peabody.
- 4.4 Where the Price for Services is payable on a daily, hourly or other time-spent basis, all invoices shall be accompanied by adequate records and supporting documentation in relation to the time spent by the Supplier's personnel in performing the Services.
- 4.5 All sums referred to in this Agreement are exclusive of value added tax and any other duty or tax, which shall (if and to the extent applicable) be payable by Peabody.
- 4.6 Peabody shall be entitled without prejudice to its other rights and remedies to withhold payment in respect of any invoice (or part thereof) if such payment relates to Products and/or Services and/or Works that have not, in Peabody's opinion, been provided in accordance with this Agreement.

5 WARRANTIES

- 5.1 The Supplier warrants that:
- (a) the personnel who perform the Services hereunder are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to provide the Services;
 - (b) the Services will be carried out in a competent and professional manner and with reasonable skill and care, strictly in accordance with the terms of this Agreement and all specifications, requirements and quality standards specified by Peabody. If the Supplier's performance of the Services is inadequate, then without prejudice to Peabody's other remedies hereunder, the Supplier shall (if Peabody requests) perform the Services again at no extra charge;
 - (c) the Products will be supplied free of any mortgage, charge (fixed or floating), pledge, lien, guarantee, trust, right of set-off or other third party right or interest (legal or equitable); -



- (d) the Products will be of the best available design and shall be free from defects in material and workmanship, shall be of satisfactory quality, fit for the purpose for which they are intended to be used, and shall comply with all specifications, requirements and quality standards supplied or communicated by Peabody to the Supplier. If any Products fail to comply with this warranty, Peabody shall notify the Supplier in writing and the Supplier shall (without prejudice to Peabody's other rights and remedies) collect the defective Products at a time and place convenient to Peabody and shall promptly (i) repair or replace the Products or, at Peabody's option, (ii) refund to Peabody the full Price paid for the relevant Products.
- (e) it shall not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may in the reasonable opinion of Peabody disparage Peabody.

6 CONFIDENTIALITY

- 6.1 The Supplier acknowledges that, in the course of supplying the Products and/or Services and/or Works hereunder, it may receive or otherwise become aware of confidential information relating to Peabody (Confidential Information). The Supplier agrees to keep all Confidential Information confidential at all times and undertakes not to use or disclose such Confidential Information other than for the sole purpose of performing its obligations hereunder.
- 6.2 Confidential Information shall exclude information which: (a) at the time of receipt by the Supplier is in the public domain; (b) subsequently comes into the public domain through no fault of the Supplier, its officers, employees or agents; (c) is lawfully received by the Supplier from a third party on an unrestricted basis; and/or (d) is already known to the Supplier before receipt hereunder.
- 6.3 The Supplier shall not be in breach of this Clause 6 if it discloses Peabody's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that Peabody is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 6.4 Upon a written request from Peabody or the termination of this Agreement for any reason, the Supplier shall return any and all Confidential Information of Peabody then in the Supplier's possession or control and will not retain any copies of the same.
- 6.5 The Supplier shall not without Peabody's prior written consent:
 - (a) use Peabody's name, or any name or logo associated with Peabody, in any manner; or
 - (b) use the fact or subject matter of this Agreement for any promotional purpose.

7 DATA PROTECTION AND FREEDOM OF INFORMATION

- 7.1 If the Supplier is required to process personal data about individuals in the course of supplying the Products and/or Services and/or Works, the Supplier shall comply with the Data Protection Act 2018 and Regulation (EU) 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, as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018, and shall on Peabody's request enter into such data processing agreement as we may reasonably request in respect of such data processing activity.

7.2 The Supplier acknowledges that Peabody:

- (a) may be designated a public authority for the purposes of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together FOI Legislation);
- (b) deals with a number of public authorities; and
- (c) may be required under its regulatory obligations or FOI Legislation and associated guidance, codes of conduct and codes of practice to disclose certain information about the Supplier and its activities pursuant to a request for information from any third party. The Supplier agrees to provide Peabody free of charge with such cooperation as it may reasonably require, to enable it to deal with any such request for information. Peabody shall use reasonable endeavours to inform the Supplier if it receives such a request in relation to information which identifies the Supplier.

7.3 The Supplier acknowledges that Peabody may be required to, and agrees that it may, disclose financial and other confidential and personal information about the Supplier to any public body from whom Peabody receives funding. A list of such public bodies from time to time is available on request. The Supplier agrees to provide us with all financial and other confidential and personal information requested by such public bodies from time to time.

8 **ANTI-CORRUPTION**

8.1 The Supplier shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to antibribery and anti-corruption including but not limited to the Bribery Act 2010 (the Relevant Requirements). In particular but without limitation the Supplier shall not offer or give, or agree to give, to any of Peabody's employees, agents, servants or representatives any gift, commission or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of any Purchase Order or any contract with us, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such contract;
- (b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;
- (c) promptly report to Peabody 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 Agreement;
- (d) immediately notify Peabody if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect



owners at the date of this agreement).

9 LIABILITY AND INSURANCE

- 9.1 The Supplier shall be liable for and shall indemnify Peabody against any and all claims, actions, liabilities, losses, damages or expenses (including legal expenses) incurred by Peabody which arise out of or in connection with, directly or indirectly, the Supplier's performance of, or failure to perform, or delay in performing this Agreement, including without limitation any losses, damages or expenses arising out of or in connection with:
- (a) defective workmanship, quality or materials in respect of any of the Products; any infringement or alleged infringement of any intellectual property rights caused by the use of any Products; and
 - (b) any claim made against Peabody in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Products and/or the Supplier's performance of, or failure to perform, or delay in performing the Services.
- 9.2 The Supplier shall effect and maintain insurance policies with levels of cover reasonably adequate in all the circumstances in respect of the Supplier's obligations and liabilities under this Agreement. The Supplier shall provide written evidence of such insurance to Peabody on Peabody's request.

10 TERM AND TERMINATION

- 10.1 Peabody may at any time and for any reason cancel the Purchase Order in whole or in part on written notice to the Supplier. Upon receipt of such a notice, the Supplier will immediately cease all work on the cancelled part(s) of the Purchase Order and Peabody shall pay the Supplier for the Products delivered and/or Services performed in accordance with this Agreement up to and including the date of cancellation.
- 10.2 Peabody may terminate this Agreement forthwith upon written notice to the Supplier in the event of:
- (a) any material or persistent breach of this Agreement by the Supplier which breach is either irremediable or, if remediable, is not remedied within 30 days after Peabody has served a written notice on the Supplier specifying the nature of the breach and requiring that the same be remedied; or
 - (b) the Supplier becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt.
- 10.3 Upon termination of this Agreement for any reason, the Supplier shall immediately deliver to, or otherwise dispose of as directed by Peabody, any and all materials and property in its possession, custody or control belonging or relating to Peabody, including without limitation all partially completed Products on which the Supplier has already started work and all materials and information reasonably required by Peabody to complete such partially



completed Products.

- 10.4 The terms of and obligations imposed by Clauses 6, 7, 8, 9 and 11 shall survive the termination of this Agreement for any reason.
- 10.5 The Supplier hereby agrees to cooperate fully with Peabody upon the expiration or termination of this Agreement. During the period transition from the Supplier to a new supplier of the Services and/or Products, this cooperation shall extend to allowing Peabody, on request, full access to, and providing copies of, all documents, reports, summaries and other documentation reasonably necessary in order for Peabody to achieve an effective transition between suppliers without disruption to the routine operational requirements of Peabody.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 Subject to Clause 11.2, the Supplier hereby irrevocably and unconditionally assigns to Peabody (by present assignment of future copyright) and, in the case of moral rights, waives in favour of Peabody (and shall procure that its officers and employees assign to and waive in favour of Peabody) all property, copyright and other intellectual property rights in any Products that have been created specifically for Peabody and/or developed or produced in the course of the performance of the Services.
- 11.2 If and to the extent that any of the Products comprise or include any copyright work belonging to any third party, the Supplier shall procure that Peabody shall be licensed (free of charge and for such period as may be necessary or desirable to enable Peabody to exploit the Products for the purposes contemplated hereunder) to use for any purpose, implement, duplicate by any means, represent, display, translate, adapt and distribute to any person all or part of such third party copyright work.
- 11.3 The Supplier agrees, at Peabody's request, to take all such actions and execute all such documents as may in Peabody's opinion be necessary to enable Peabody to obtain, defend or enforce its rights in the Products, and shall not do or fail to do any act which would or might prejudice Peabody's rights under this Clause 11.
- 11.4 If the performance of the Services or the use of or dealing with any Products by Peabody infringes or in Peabody's opinion is likely to be held to infringe any intellectual property right belonging to a third party, the Supplier shall at Peabody's option:
- (i) procure for Peabody the right to continue to receive the Services and use the Products in question, free of any liability for such infringement;

modify the Services and/or Products in question so that they become non-infringing while otherwise complying with the requirements of this Agreement; or
 - (ii) substitute the Services and/or Products in question with suitable non-infringing replacement(s).

12 NOTICES

- 12.1 Unless otherwise expressly stated in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly served if delivered by hand or sent by pre-paid registered post to the intended recipient at the address specified in this Agreement or such other address as either party may notify to the other for this purpose from time to time.
- 12.2 Any notice shall be deemed to have been duly served:-
- (a) if delivered by hand, on delivery;
 - (b) if sent by pre-paid registered post, two working days after posting.

13 GENERAL

- 13.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 13.2 The Supplier may not assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of Peabody.
- 13.3 Peabody may assign this Agreement in whole or in part, upon written notice to the Supplier, to any third party.
- 13.4 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 13.5 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
- 13.6 The construction, validity and performance of this Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them.
- 13.7 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties.
- 13.8 The Supplier will use all reasonable endeavours to ensure that its business and that of its subcontractors (of all tiers) and supply chains are free from slavery and human trafficking.
- 13.9 Peabody's sustainability strategy contains three key long-term goals, including achieving net zero carbon in its day-to-day operations by 2030. The Supplier will report annually on the carbon impact of its activities to Peabody's Sustainability Team, with a view to identifying opportunities to reduce Peabody's carbon impact.