

BLENHEIM STANDARD TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND/OR SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following expressions shall have the following meanings:

Blenheim:	means the legal entity within the group of companies known as 'The Blenheim Estates' which shall have sought the goods or services or goods and services in question as named in the relevant Order, which entity shall be considered to have acted on its own behalf and, for the purpose only of conferring on them the benefit of Blenheim's rights under the relevant contract, on behalf of all other members of The Blenheim Estates group of companies;
Blenheim Palace Estate:	means the Palace and the wider Palace estate, gardens and parkland, situated in Woodstock, Oxfordshire;
Blenheim Materials:	shall have the meaning set out in clause 3.2(i);
Blenheim Policies:	means those policies, codes, rules and/or regulations of Blenheim as notified by Blenheim to the Supplier (including the Supplier Code of Conduct, Blenheim's procurement and local purchasing policy, health and safety and site regulations which apply at the Blenheim Palace Estate and other security requirements of Blenheim) in each case as may be updated by Blenheim from time to time with or without notice to the Supplier but as are otherwise available on request from time to time;
Business Day:	means a day other than a Saturday, Sunday or public or bank holiday in England, when banks in London are open for business.
Conditions:	means the standard terms and conditions of purchase set out in this document, as may be amended from time to time in accordance with clause 23;
Contract:	means the contract between Blenheim and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions and which shall be formed pursuant to clause 2.2;
Delivery Date:	means such date and time as is stipulated in the Order, or, if none is so stipulated, within five (5) Business Days of the date of submission of the Order by Blenheim;

Delivery Location:	means such part of the Blenheim Palace Estate or such other location as is stipulated in the Order, or, if none is so stipulated, the location notified by Blenheim to the Supplier;
Goods:	means the goods (or any part of them) which are the subject of the Order;
Intellectual Property Rights:	means patents, copyright, designs, utility models, trademarks, database rights, know-how and trade secrets and any similar or equivalent rights, whether registered or unregistered, anywhere in the world;
Order:	means an order placed by Blenheim for the purchase and supply of Goods or Services or Goods and Services made in writing or by telephone (and confirmed in writing within two (2) Business Days), by an authorised representative of Blenheim;
Palace:	means the palace and buildings known as 'Blenheim Palace' forming part of the Blenheim Palace Estate;
Services:	means the work, installation or services (or any of them) to be provided and where necessary delivered by the Supplier to Blenheim pursuant to the Order;
Supplier:	means the person or firm who receives an Order and from whom Blenheim purchases the Goods or Services or Goods and Services subject to these Conditions;
Supplier Code of Conduct:	means Blenheim's supplier code of conduct in force from time to time.

- 1.2 Words importing the singular shall include the plural and vice versa, and words importing persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 Only persons expressly authorised in writing by Blenheim to negotiate and/or enter into contracts on behalf of Blenheim shall be deemed to have authority from Blenheim for their instructions and/or acts.
- 1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.6 A reference to "**writing**" or "**written**" includes email, but not fax.

2. OFFER, ACCEPTANCE AND BASIS OF CONTRACT

- 2.1 The Supplier's quotation (or similar) or other correspondence or documents issued by the Supplier to Blenheim shall constitute an offer on the part of the Supplier to supply Goods or Services or Goods and Services to Blenheim, in accordance with and subject to these Conditions.
- 2.2 The Supplier's offer pursuant to clause 2.1 shall be deemed to be accepted by Blenheim only at such time as Blenheim submits to the Supplier an Order (which shall be deemed to incorporate these Conditions and any other document(s) attached or referred to in the Order), at which point and on which date the Contract shall come into existence.
- 2.3 Each Order submitted by Blenheim pursuant to clause 2.2 shall form a separate Contract as between the Supplier and Blenheim.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 The Supplier hereby waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is so specified.

3. SUPPLY OF GOODS AND/OR SERVICES

- 3.1 The Supplier will at all times ensure that all Goods supplied shall:
- (a) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - (b) correspond with the Order and any relevant description, specification or sample;
 - (c) be fit for all purposes for which they may reasonably be used and, in addition, for any purpose expressly specified by Blenheim;
 - (d) comply with all applicable statutory and regulatory requirements and standards relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - (e) comply with such additional quality and safety standards as Blenheim may from time to time notify to the Supplier in writing (and, in this respect, Blenheim will use its reasonable endeavours to provide reasonable notice of any material additional quality and safety standards);
 - (f) be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery; and
 - (g) in the case of Goods containing foodstuffs, when delivered, comply with all relevant food and hygiene legislation.

3.2 In providing the Services, the Supplier shall:

- (a) meet any performance dates for the Services specified in the Order or that Blenheim notifies to the Supplier in writing and time is of the essence in relation to any of those performance dates;
- (b) co-operate with Blenheim in all matters relating to the Services, and comply with all instructions of Blenheim;
- (c) perform the Services with all reasonable care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (d) use personnel who are suitably skilled, experienced and qualified to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (e) ensure that the Services will conform with all descriptions, standards and specifications set out in any relevant service specification, and that any deliverables produced and delivered as part of the Services shall be fit for any purpose that Blenheim expressly or impliedly makes known to the Supplier;
- (f) ensure that at all times it has and maintains all the licences, permissions, authorisations, consents, approvals and permits necessary to carry out its obligations under the Contract in respect of the supply of Goods and/or provision of the Services.
- (g) provide, at no cost to Blenheim, all equipment, tools, appliances, vehicles and facilities and such other items as are required to provide the Services (save as may otherwise be agreed in writing by Blenheim);
- (h) use the best quality goods, materials, standards and techniques, and ensure that any and all goods and materials supplied and used in the Services or transferred to Blenheim, will be free from defects in workmanship, installation and design;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by (or on behalf of) Blenheim to the Supplier (**Blenheim Materials**) in safe custody at its own risk; maintain the Blenheim Materials in good condition until returned to Blenheim, and not dispose of or use the Blenheim Materials other than in accordance with Blenheim's written instructions or authorisation;
- (j) not do or omit to do anything which may cause Blenheim to lose any licence, authority, consent, approval or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges and accepts that Blenheim may rely or act on the Services; and
- (k) comply with any additional obligations as set out in the Order or any agreed service specification.

3.3 Blenheim only accepts responsibility for such quantities of Goods and/or level of Services as are specifically set out in the Order.

3.4 Blenheim may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such

inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

- 3.5 If, following such inspection or testing, Blenheim considers that the Goods do not comply or are unlikely to comply with the Supplier's obligations at clause 3.1, Blenheim shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary and appropriate to ensure compliance.
- 3.6 Blenheim may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.7 Blenheim shall not be deemed to have accepted any Goods and/or Services until Blenheim has had a reasonable time to inspect them following delivery or completion of performance (as the case may be) or, if later, within a reasonable time after any latent defect in the Goods and/or Services has become apparent.

4. DELIVERY OF GOODS

- 4.1 The Supplier will ensure that:
 - (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) delivery of the Goods will adhere to any specific delivery requirements stipulated in the Order or otherwise notified in writing by Blenheim to the Supplier (to include any specific vehicular size restrictions or access requirements);
 - (c) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and subject to clause 4.5, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (d) each delivery note is duly signed by the Supplier (or its nominated carrier) and a member of Blenheim's staff.
- 4.2 The Supplier shall deliver the Goods:
 - (a) on the Delivery Date;
 - (b) at the Delivery Location; and
 - (c) during Blenheim's normal operating hours (as notified to the Supplier) or as otherwise instructed by Blenheim.
- 4.3 Unless otherwise agreed in writing by Blenheim, delivery of the Goods shall be completed on the completion of unloading of the Goods by (or on behalf of) the Supplier at the Delivery Location.
- 4.4 Blenheim shall not be bound to carry out any work to enable delivery to take place but, if Blenheim elects to carry out any such work, the Supplier shall pay on an indemnity basis to

Blenheim forthwith on receipt of a demand in writing from Blenheim any and all costs incurred or paid by Blenheim in enabling delivery to take place.

- 4.5 The Supplier shall not deliver the Goods in instalments without Blenheim's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, any failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Blenheim to the remedies set out in clause 7.

5. RISK AND TITLE

- 5.1 Risk of damage to or loss of the Goods shall pass to Blenheim upon completion of delivery in accordance with clause 4.3 provided that the Goods delivered are strictly in accordance with the Order and these Conditions. For the avoidance of doubt, any loss of or damage to the Goods prior to the passing of the title in accordance with clause 5.2 is at the sole risk of the Supplier.
- 5.2 The title to and property in the Goods shall pass to Blenheim upon delivery, unless payment for the Goods is made prior to delivery in which case title to said Goods shall pass to Blenheim once payment has been made and the Goods shall be appropriated by the Supplier to the Order forthwith upon such payment being made.
- 5.3 Notwithstanding the provisions of clause 5.2, Blenheim is entitled to resell the Goods before ownership of the Goods has passed to Blenheim (for which purpose the Supplier hereby authorises Blenheim to do so as its agent and to retain and apply any proceeds of sale in accordance with these Conditions).
- 5.4 If payment for the Goods is made prior to delivery the Supplier undertakes that:
- (a) it is in possession of the Goods as bailee for Blenheim until such time as they are delivered to Blenheim pursuant to these Conditions;
 - (b) it will, at its own cost, store the Goods separately from its own goods and/or all other goods of any third party and in such a manner which makes them readily identifiable as Goods belonging to Blenheim;
 - (c) it will, at its own cost, maintain the Goods in satisfactory condition insured on Blenheim's behalf for their full price against all risks to the reasonable satisfaction of Blenheim. The policy or policies of insurance referred to in this clause 5.4(c) shall be shown to Blenheim on request together with satisfactory evidence of payment of the premium or premiums;
 - (d) it grants to Blenheim and its representatives (or shall procure the grant to Blenheim and its representatives, as the case may be) an irrevocable licence at any time to enter any premises where the Goods are or may be (or may have been) designed, manufactured or stored in order to inspect them or to recover them; and
 - (e) the entire proceeds of such Goods or the insurance policy referred to in clause 5.4(c) shall be held on trust for Blenheim and shall not be mingled with any other

money nor paid into any overdrawn bank account and shall at all times be identifiable as Blenheim's money.

- 5.5 Where it has been agreed by the parties in writing that Goods are to be supplied on a “sale or return” basis, Blenheim shall be entitled in its absolute discretion to return any unopened Goods to the Supplier at the Supplier’s risk and expense on a date agreed between the parties in writing or, in the absence of agreement, 31 December in any year, provided that if the Goods in question are perishable goods, they are within the ‘use by’ or ‘best before’ date as indicated on the original packaging.
- 5.6 If payment for the Goods has already been made, the Supplier shall refund the total amount paid in respect of the returned Goods within 14 days of Blenheim returning the Goods to the Supplier.
- 5.7 In no circumstances may the Supplier supply or convey title to any Goods returned or rejected by Blenheim to any third party without having previously removed all marks associated with Blenheim including, without limitation, references or imagery relating to the Palace.

6. AUDIT AND RECORDS

- 6.1 The Supplier shall during the term of the Contract and for a period of six (6) years following expiry or termination of the Contract maintain such information, data and records relating to: (i) the supply of Goods and provision of the Services; (ii) the calculation of the charges; and (iii) the performance by the Supplier of its obligations under the Contract as Blenheim may reasonably require, and shall on request produce them for inspection by Blenheim or its representatives or, on receipt of reasonable notice, allow or procure for Blenheim and/or its representatives access to any premises where any such information, data and records are stored for the purposes of inspecting and/or taking copies of and extracts from such records.
- 6.2 Notwithstanding clause 6.1, the Supplier shall, upon reasonable notice provided by Blenheim, allow Blenheim (or its representatives) to access and audit the Supplier's premises, personnel, systems, records and any other information or documentation related to the Contract and the supply of Goods and/or provision of the Services. The Supplier shall provide Blenheim (and its representatives) with all reasonable co-operation, access and assistance in relation to each such access and audit.
- 6.3 Blenheim and its representatives shall have the right to take copies of any records, information or documentation which it reasonably requires and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.

7. BLENHEIM REMEDIES

- 7.1 If the Supplier fails to deliver the Goods by the Delivery Date or to perform the Services by the applicable date, Blenheim shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- (a) Blenheim may proceed with the Contract but deduct from the price payable for the Goods and/or Services (as applicable) by way of partial compensation such amount as Blenheim shall reasonably assess represents the loss to Blenheim resulting from such delay (or, where Blenheim has paid in advance, the Supplier shall refund to Blenheim such amount);
- (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (c) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
- (d) to recover from the Supplier any costs incurred or paid by Blenheim in obtaining substitute goods or services from a third party;
- (e) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
- (f) to claim damages for any additional costs, losses or expenses incurred or paid by Blenheim which are in any way attributable to the Supplier's failure to meet such dates.

7.2 If the Supplier has delivered Goods that do not comply with the requirements set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Blenheim shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred or paid by Blenheim in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, losses or expenses incurred or paid by Blenheim arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

7.3 If the Supplier has supplied Services that do not comply with the requirements of clause 3.2 then, without limiting or affecting other rights or remedies available to it, Blenheim shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);

- (c) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (d) to recover from the Supplier any expenditure incurred or paid by Blenheim in obtaining substitute services or deliverables from a third party; and
- (e) to claim damages for any additional costs, loss or expenses incurred or paid by Blenheim arising from the Supplier's failure to comply with clause 3.2.

7.4 In circumstances where Blenheim terminates the Contract in accordance with sub-clauses 7.1(b), 7.2(a) or 7.3(a), Blenheim shall have no liability for any work in progress at the time of the termination or for any other loss suffered or incurred by the Supplier and the Supplier shall promptly refund to Blenheim any sums paid in advance.

7.5 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

7.6 Blenheim's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

8. PRICES

8.1 The price payable by Blenheim for the Goods and/or Services shall be the price stipulated in the Order, or if no price is so stipulated, the price agreed in writing between the Supplier and Blenheim.

8.2 No variation of the price stipulated in the Order will be accepted and payable by Blenheim unless agreed in writing in advance by Blenheim.

8.3 Unless otherwise expressly stipulated in the Order, the price of the Goods and/or Services shall be inclusive of (as applicable) all charges for packaging, packing, shipping, carriage, insurance and delivery and any duties, imposts, excises or levies (other than value added tax which is payable in addition at the then prevailing rate, subject to receipt of a valid value added tax invoice). No extra charges shall be payable by Blenheim unless agreed in writing and signed by Blenheim.

8.4 Where Goods and/or Services are subject to value added tax, the amount legally demandable is to be rendered as a separate item of account.

8.5 Blenheim shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown in any price lists or other similar materials of the Supplier.

9. INVOICING AND PAYMENT

9.1 In respect of the Goods, the Supplier shall invoice Blenheim on or at any time after completion of delivery (save where otherwise agreed in writing by Blenheim). In respect of Services, the Supplier shall invoice Blenheim on completion of the Services (save where

otherwise agreed in writing by Blenheim). Each invoice shall include such supporting information required by Blenheim to verify the accuracy of the invoice.

- 9.2 Invoices must be addressed to the person and address stated in the Order or as otherwise notified from time to time by Blenheim and must quote such information as reasonably requested by Blenheim. Any failure by the Supplier to comply with this clause 9.2 may result in rejection by Blenheim of the Supplier's invoice.
- 9.3 In consideration of the supply of Goods and/or Services by the Supplier, Blenheim shall pay undisputed invoiced amounts within thirty (30) days of the date of a correctly rendered and valid invoice to a bank account nominated in writing by the Supplier.
- 9.4 Blenheim reserves the right at any time to withhold, deduct or set-off from any sums due or becoming due to the Supplier any sums due or claimed by Blenheim to be due from the Supplier to Blenheim whether in respect of the Goods and/or Services supplied pursuant to an Order or otherwise.
- 9.5 If Blenheim fails to make any undisputed payment properly due under the Contract on the due date for payment and the Supplier has provided Blenheim with not less than sixty (60) days written notice of such overdue amount, then the Supplier may charge Blenheim, and Blenheim shall pay the Supplier (upon the Supplier's reasonable written demand), interest on the unpaid amount at the rate of one percent (1%) per annum above the Bank of England's base lending rate from time to time, from the due date for payment until payment is received in full by the Supplier.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Blenheim and its respective licensors shall retain ownership of all of its Intellectual Property Rights, whether existing on, after or before the date of the Contract. Nothing in the Contract shall transfer, assign, rent or sub-lease the ownership of any such Intellectual Property Rights to the Supplier.
- 10.2 Where Goods are supplied by the Supplier under the Supplier's brand, the Supplier will retain ownership of all Intellectual Property Rights in those Goods. The Supplier grants to Blenheim a fully paid-up, worldwide, non-exclusive, royalty free, perpetual and irrevocable licence to advertise, market, promote and re-sell the Goods in the course of its business, subject to any brand guidelines agreed in writing in advance by Blenheim.
- 10.3 Except as expressly contemplated by clause 10.2, all inventions, designs, methods, processes, data discovered or generated as a result of or in the course of the Contract and all Intellectual Property Rights therein and in anything produced or delivered in the course of the performance of the Contract (including any designs, drawings, models, plans, specifications, design details, photographs, brochures and other documents, works or data) shall belong to Blenheim and the Supplier hereby assigns all such rights to Blenheim and shall execute any documents and do anything necessary to vest such rights in Blenheim or as it directs without making any charge.

- 10.4 The Supplier acknowledges that all rights (including Intellectual Property Rights) in the Blenheim Materials are and shall remain the exclusive property of Blenheim. Blenheim grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use any such Blenheim Materials provided by Blenheim to the Supplier for the term of the Contract for the purpose of providing the Goods and/or Services to Blenheim but for no other purpose. The licence granted by this clause 10.4 shall automatically end on expiry or termination of the Contract.
- 10.5 The Supplier undertakes that it will not use any Intellectual Property Rights of Blenheim (or any group company of Blenheim) other than as expressly authorised in writing in advance by Blenheim. For the avoidance of doubt, the Supplier will not use any name(s) or logo(s) of Blenheim and/or The Blenheim Estates group of companies in any customer listing, advertising or publicity without Blenheim's prior written consent.

11. INDEMNITY

- 11.1 The Supplier shall indemnify Blenheim and keep Blenheim indemnified against any and all liabilities, costs, expenses, damages and losses (including 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 reasonable professional costs and expenses) suffered or incurred by Blenheim arising out of or in connection with:
- (a) any claim made against Blenheim for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Blenheim Materials);
 - (b) any claim made against Blenheim by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or any other deliverables, to the extent that the defects are attributable to the acts or omissions of the Supplier, its directors, officers, employees, workers, representatives, consultants, contractors or agents;
 - (c) any claim made against Blenheim by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, default, negligent or wrongful performance or failure or delay in performance of the Contract by the Supplier, its directors, officers, employees, workers, representatives, consultants, contractors or agents;
 - (d) any breach of the requirements set out in clause 13 and/or any Blenheim Policies; and
 - (e) any recall of any defective Goods, and if such circumstances arise, the parties shall in good faith agree whether or not and how the defective Goods in question should be recalled but in the absence of any agreement the final decision rests with Blenheim whose decision shall be final and binding on the Supplier.
- 11.2 This clause 11 shall survive termination of the Contract.

12. INSURANCE

12.1 The Supplier shall have in force with a reputable insurance company and shall require any sub-contractor to have in force for so long as the Supplier supplies Goods and/or Services to Blenheim and for a period of six (6) years thereafter:

- (a) employer's liability insurance for a minimum amount of £10,000,000 (ten million pounds) for a single event or series of related events in a single calendar year;
- (b) public liability insurance covering as a minimum all matters which are the subject of each Order and these Conditions in the sum of not less than £10,000,000 (ten million pounds) per incident (or series of related incidents) PROVIDED ALWAYS that such amount shall be increased to £20,000,000 (twenty million pounds) per incident (or series of related incidents) in respect of Services to be supplied in respect of Palace buildings or inside the Palace;
- (c) professional indemnity insurance and product liability insurance in each case covering as a minimum all matters which are the subject of an Order and these Conditions in the sum of not less than £10,000,000 (ten million pounds) per incident (or series of related incidents),

in each case, such insurance cover being available in respect of an Order as at the date the Order is accepted and throughout the period for which insurance is required to be held pursuant to this clause 12.

12.2 The Supplier shall produce to Blenheim on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance policy referred to in clause 12.1.

13. COMPLIANCE WITH RELEVANT LAWS AND POLICIES AND RELIANCE

13.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable laws, statutes, regulations and codes from time to time in force (including those relating to data protection, anti-bribery, anti-tax evasion, anti-slavery and/or human trafficking and anti-harassment);
- (b) comply with and abide by the Blenheim Policies; and
- (c) notwithstanding clause 13.1(b), comply with Blenheim's initiatives regarding diversity, inclusion and accessibility of its visitors, staff, personnel and communities, as made known to the Supplier by Blenheim from time to time.

13.2 The Supplier acknowledges and accepts that, in entering into the Contract, Blenheim has relied on information and representations made by the Supplier including (where applicable):

- (a) details and information provided in response to any invitation to tender process or otherwise;
- (b) details disclosed or made available to Blenheim (including in any contractor selection and approval document) or otherwise; or

- (c) information, specifications or descriptions provided by or on behalf of the Supplier in connection with the provision of the Goods and/or Services prior to the date of the Order,

and the Supplier hereby warrants and represents that all such information and data is true, accurate and complete in all respects and not misleading.

14. LIMITATION OF LIABILITY

14.1 Nothing in the Contract shall limit or exclude either party's liability for:

- (a) death or personal injury caused by that party's negligence, or the negligence of its employees, agents, consultants or sub-contractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for that party to exclude or restrict liability.

15. TERMINATION AND CONSEQUENCES OF TERMINATION

15.1 Without affecting any other right or remedy available to it, Blenheim may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of ten (10) days after being notified in writing to do so;
- (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- (d) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
- (e) the Supplier undergoes a change of "Control" (such term shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression "change of Control" shall be construed accordingly);
- (f) the Supplier and/or its directors, officers, employees, workers, representatives, consultants, contractors or agents do anything which, in the reasonable opinion of Blenheim, exposes Blenheim or any of its group companies to disrepute, contempt, scandal or ridicule, or would tend to shock, insult or offend the public, or reflects unfavourably on Blenheim's or any of its group companies' reputation or services and/or brings any of Blenheim's brands into disrepute.

- 15.2 Notwithstanding clause 15.1, Blenheim may terminate the Contract (in whole or in part) at any time for convenience upon giving the Supplier ten (10) days' notice in writing.
- 15.3 On the expiry or termination of the Contract for whatever reason, the Supplier shall (without prejudice to clause 7):
- (a) promptly (at Blenheim's election) return to Blenheim or dispose of in accordance with Blenheim's written instructions all deliverables provided or delivered in connection with the Services (whether or not then complete); any other equipment, property or materials belonging to or under the control of Blenheim (including the Blenheim Materials and Goods which have been paid for but not received); confidential information and all other data and documents and copies thereof disclosed or supplied to the Supplier pursuant to or in relation to the Contract. If the Supplier fails to do so, then Blenheim may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
 - (b) within ten (10) days of the expiry or termination of the Contract, submit its final invoice to Blenheim (which, for the avoidance of doubt, must comply with the provisions of clause 9) and, subject to the terms of the Contract, Blenheim shall pay such valid, properly due and undisputed invoice in accordance with clause 9.3. Notwithstanding the foregoing, Blenheim shall pay to the Supplier only such sum as is actually and properly due in respect of the Goods and/or Services which have been supplied to and accepted by Blenheim and Blenheim shall not be liable for any work in progress at the time of the expiry or termination or for any loss to the Supplier including consequential loss.
- 15.4 Expiry or termination of the Contract shall not affect the parties' rights and remedies that have accrued as at expiry or termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of expiry or termination.
- 15.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after expiry or termination of the Contract shall remain in full force and effect.

16. CONFIDENTIALITY

- 16.1 Without prejudice to clause 16.2, the Supplier shall at all times keep secret and confidential any information (other than information which is in the public domain otherwise than as a result of a breach hereof) which it may acquire in relation to the business and affairs of Blenheim (and/or any of its group companies) and save as contemplated by clause 16.2 shall not use or disclose such information except with the prior written consent of Blenheim or as may otherwise be required by applicable laws.
- 16.2 The Supplier may disclose Blenheim's confidential information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Supplier's rights or carrying out its obligations under the

Contract. The Supplier shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16.

- 16.3 The Supplier shall not make any announcement or otherwise publicise the existence of or disclose to any person the terms of the Contract, the wider transactions contemplated by it, or the relationship between the parties without the prior written consent of Blenheim.

17. ASSIGNMENT AND OTHER DEALINGS

- 17.1 Blenheim may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 17.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Blenheim.
- 17.3 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Blenheim. If Blenheim consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

18. NOTICES

- 18.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or by email to an address notified in writing to the other party.
- 18.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand: at the time the notice is delivered to the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service: at 9.00am on the second Business Day after posting; or
 - (c) if sent by email: at the time of transmission.
- 18.3 If deemed receipt under clause 18.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 18, 'business hours' means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 18.4 This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. SEVERABILITY

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 19, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. WAIVER

- 20.1 Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 20.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. ENTIRE AGREEMENT

- 22.1 The Contract (which includes these Conditions and the documents referred to in them) constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to the subject matter of the Contract.
- 22.2 The Supplier acknowledges that in entering into the Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding (whether negligently or innocently made) of any Blenheim representative (whether party to the Contract or not) other than as expressly set out in these Conditions as a warranty given by Blenheim.
- 22.3 Nothing in this clause 22 shall, however, operate to limit or exclude any liability for fraud, fraudulent misrepresentation, death or personal injury to the extent that the same may not lawfully be excluded.

23. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless agreed in writing and signed by the parties or their authorised representatives.

24. THIRD PARTY RIGHTS

- 24.1 In addition to Blenheim, any entity within the group of companies known as 'The Blenheim Estates' may, with the written consent of Blenheim enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999. No other person or body who is not a party to the Contract shall have the right to enforce any of its terms by virtue of that Act.
- 24.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

25. GOVERNING LAW AND JURISDICTION

- 25.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
- 25.2 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Last updated: June 2024