

DATED

2024

(1) LONDONENERGY LTD

- and -

(2) SUPPLIER NAME

Terms and Conditions for the Supply of
Services relating to
Service agreements for

[TYPE OF SERVICE]

1 Definitions

- 1.1 "We", "Us" and "Our" means LONDONENERGY LTD, registered office – EcoPark, Advent Way, Edmonton, London N18 3AG (no. 2732548).
- 1.2 "You" and "Your" means the person, firm and/or company to whom the Purchase Order is addressed.
- 1.3 We and You together are the "Parties", and each a "Party".
- 1.4 "Agreed Purpose" means to review data in order to provide advice and carry out appropriate assessments.
- 1.5 "Authorised" means authorised by Our Purchasing Manager.
- 1.6 "Business Days" a day other than a Saturday or Sunday or public holiday in England and Wales.
- 1.7 "Contract" will, subject to clause 2.2, comprise (in order of precedence in case of any conflict between them): any Order Amendment(s), the Purchase Order, these general conditions of purchase and any special conditions, specifications and other document (or part document) We refer to on the Purchase Order.
- 1.8 "Order Amendment" means each Authorised amendment to any Purchase Order, each such Order Amendment (where applicable) having precedence over any earlier Order Amendment.
- 1.9 "Our Goods" means any articles or things belonging to Us on which the Services are performed by You and any materials, equipment and tools, drawings, specifications and data supplied by Us to You in connection with Your provision of Services.
- 1.10 "PCR 2015" means the Public Contracts Regulations 2015.
- 1.11 "Price" has the meaning described in clause 3 below.
- 1.12 "Purchase Order" means Our Authorised purchase order having these general conditions of purchase on its reverse or referring to them therein.
- 1.13 "Purchasing Manager" means Our named employee notified to You in writing.
- 1.14 "Services" means any works, services, functions, responsibilities or outputs to be supplied by You under this Contract as more particularly described in the Purchase Order or any Order Amendment, as the case may be.
- 1.15 "Shared Personal Data" means the personal data to be shared between the parties under clause 19 of this agreement.

2 The Contract

- 2.1 You agree to supply, and We agree to purchase, the Services in accordance with the Contract.

- 2.2 The Contract will not include any of Your terms and conditions relating to the supply Services, notwithstanding reference to such terms and conditions in any document. Should the Contract be held to include Your terms and conditions then in the event of any conflict the Contract will prevail over Your terms and conditions.
- 2.3 The Contract shall come into existence on the earlier of:
 - 2.3.1 You issuing a written acceptance of the Purchase Order; and
 - 2.3.2 You doing any act consistent with fulfilling the Purchase Order.

3 Price

- 3.1 You will provide the Services to Us for the Price as stated in the Contract.
- 3.2 The Price will include the full and exclusive remuneration in respect of Your performance of the Services as set out in Appendix - Schedule of Rates, and/or in line with Purchase Orders raised by Us. Unless otherwise agreed in writing by Us, the Price shall include every cost and expense directly or indirectly incurred by You in connection with the performances of the Services.
- 3.3 All amounts payable by Us under the Contract are exclusive of VAT.
- 3.4 No extra charges shall be effective unless agreed by Us in writing.

4 Amending a Purchase Order

- 4.1 We will have the right, at least 5 Business Days before the performance of the Services (unless a shorter notification period is expressly agreed between the Parties), to send You an Order Amendment adding to, deleting or modifying the Services.
- 4.2 If an Order Amendment will cause a change to the Price or the performance date then You must suspend performance of the Contract and notify Us as soon as practicable, calculating the new Price at the same level of cost and profitability as the original Price. You must allow Us at least 10 Business Days to consider any new Price and performance date. The Order Amendment will take effect only when Our Purchasing Manager accepts in writing the new Price and performance date within the time (not less than 10 Business Days) You stipulate.
- 4.3 If Our Purchasing Manager fails to confirm an Order Amendment within the time You stipulated then performance of the Contract will immediately resume in accordance with the original Purchase Order, as if the Order Amendment had not been issued. This clause 4.3 shall not affect Our right to terminate the Contract in accordance with clause 19).

5 Quality and description

- 5.1 You undertake and warrant that the Services will:
 - 5.1.1 conform in every material respect with the description and specifications as set out in the Contract;
 - 5.1.2 be capable of all standards of performance specified by You;

- 5.1.3 be fit for any purpose made known to You (even if by implication and in this respect We rely on Your skill and judgement);
 - 5.1.4 correspond to any description and specifications You may have supplied or referred to in the Contract;
 - 5.1.5 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services; and
 - 5.1.6 be supplied with all due diligence, skill and care to be expected of persons suitably qualified and experienced in their provision.
- 5.2 In providing the Services, You undertake and warrant to:
- 5.2.1 co-operate with Us in all matters relating to the Services, and comply with all of Our reasonable instructions;
 - 5.2.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Your obligations are fulfilled in accordance with the Contract;
 - 5.2.3 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.2.4 provide any services, functions and responsibilities (including any incidental services, functions and responsibilities) not expressly specified in this Contract and within the scope of the Supplier's responsibilities but which are reasonably and necessarily required for, or related to, the proper performance and provision of the Services; and
 - 5.2.5 use the best quality goods, materials, standards and techniques, and ensure that the deliverables, and all goods and materials supplied and used in the Services or transferred to Us, will be free from defects in workmanship, installation and design.

6 Work At Our Premises

- 6.1 If the Contract involves any works or Services which You perform at Our premises then You will ensure that You will (at Your cost):
- 6.1.1 adhere in every respect to the obligations imposed on You by current health and safety legislation;
 - 6.1.2 comply with Our site rules or other regulations at those premises. Also see clause 8.2 below;
 - 6.1.3 keep Our premises, where the Services are performed, free and clear of all debris and waste;
 - 6.1.4 ensure that at all times You have and maintain all the licences, permissions, authorisations, consents and permits You need to carry out Your obligations under the Contract; and

- 6.1.5 not do or omit to do anything which may cause Us to lose any licence, authority, consent or permission on which We rely for the purposes of conducting Our business, and You acknowledge that We may rely or act on the Services.

7 Progress and Inspection

- 7.1 You will notify Us as soon as practicable if You expect that the performance of the Services will fall behind, falls behind, or is at risk of falling behind, any programmes or timetables set out in the Contract in respect of the performance of the Services.
- 7.2 We will have the right to check progress and to inspect the Services, having notified You at least 2 Business Days before any intended inspection. If following such inspection We consider that the Services do not comply with the Contract, We shall either:
 - 7.2.1 inform You of such non-compliance and require You to immediately undertake such remedial action as is necessary to ensure compliance; or
 - 7.2.2 shall reject the Services that do not comply with the Contract.
- 7.3 Your agreement with any relevant sub-contractor or other relevant person will reserve such right for Us. Any inspection or approval, or failure to inspect or approve, will not relieve You from Your obligations under the Contract.
- 7.4 We may conduct further inspections and tests as We deem to be reasonably necessary to ensure compliance with the Contract following any such remedial actions referred to in clause 7.2.1 above.
- 7.5 Payments of invoices will only be carried out by Us upon satisfactory completion of the terms set out in clauses 7.2 and 7.4 above.
- 7.6 You shall maintain complete and accurate records of the time spent and materials used in providing the Services, and shall allow Us to inspect such records at all reasonable times on request.

8 Safety

- 8.1 You will observe all relevant legal requirements of the UK or EU and relevant international agreements in relation to health, safety and environment, and in particular to the marking of any hazardous goods used in the provision of the Services, the provision of data sheets for hazardous materials and all provisions relating to food. Such hazardous goods used in the provision of the Services must be clearly marked and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English and such goods must be accompanied by emergency information in English.
- 8.2 You will also observe all Our site safety procedures as set out in MSP057 Contractor Handbook.

9 Performance

- 9.1 Subject to clause 16, all Services shall be performed and supplied at the time(s) and the place(s) specified in the Contract. Where a time is specified for the supply of Services, time will be of the essence. Where a time for the provision of the Services has not been specified, You shall supply the Services to Us during Our normal business hours.
- 9.2 Upon completion of the Services, You will supply all appropriate instructions and information as reasonably required by Us.

10 Late Performance

- 10.1 If You or any subcontractors engaged by You fail to supply any Services to Us, within 2 Business Days of the intended Service performance date, then We may deduct from the Price any resulting reasonable additional costs incurred by Us.
- 10.2 If the Services or any part of them are not performed at the place specified by Us within 2 Business Days of the date(s) specified then We may cancel any of the remaining unperformed Services. We reserve the right to have the Services performed by a third party at Your sole cost expense.
- 10.3 Any option exercised by Us pursuant to this clause 10 shall not affect any other right We may have.

11 Acceptance and Rejection

- 11.1 We will have the right to reject any Services (in whole or in part) within a reasonable time of completion if they do not conform with the requirements of the Contract.
- 11.2 We will give You a reasonable opportunity to, at Your risk and expense, rectify the Services to ensure that the Services conform with the Contract after which time We will be entitled to:
- 11.2.1 cancel the Contract and procure the supply of the Services elsewhere;
or
 - 11.2.2 have the rejected Services provided by a third party at Your cost and expense.
- 11.3 In the event of any such cancellation You will promptly repay to Us any payment made pursuant to the Contract without any retention or set-off whatsoever. Such cancellation is without prejudice to any other rights We may have.

12 Payment

- 12.1 Unless We expressly state otherwise in the Contract We will pay You within 30 days of receipt of a correctly rendered invoice. Your invoice must be addressed to the department indicated on the Purchase Order and it must quote the full Purchase Order number. VAT, where applicable, will be shown separately on all invoices as a strictly nett extra charge. All invoices and payments must be in pounds sterling.

We will not be held responsible for delays in payment caused by Your failure to comply with Our invoicing instructions.

- 12.2 If We fail to pay You in line with clause 12.1 We will, upon Your written request for payment, pay interest to You on such amount at the rate of 3% above the Barclays Bank base rate, calculated on a daily basis, from the date of receipt of Your written request to the actual date of payment. This clause will not apply to any invoice which We are disputing as being correct. Where a payment is disputed, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the day after the dispute is resolved until payment is made by Us.

13 Indemnity

- 13.1 You will indemnify Us against all loss, actions, costs, claims, demands, expenses and liabilities including (without limitation) liabilities to other persons and whether:
- 13.1.1 in respect of personal injury to or death of any person;
 - 13.1.2 in respect of any loss or destruction of or damage to property;
 - 13.1.3 in respect of the presence of You, Your employees or agents on Our premises; or
 - 13.1.4 in any other respect directly or indirectly arising out of the breach or negligent performance by You or failure of performance by You of the Contract.

14 Insurance

- 14.1 You will have in force and maintain during the period of the Contract, and for a period of and for a term of not less than six years thereafter:
- 14.1.1 any minimum insurance requirement of UK or EU legislation;
 - 14.1.2 public liability insurance in respect of Your performance of the Contract covering: loss or damage to Our property, or the property of other persons; and injury or death of any persons, and such other liabilities as are usually covered by such insurance, in the sum of at least £10 million per event; and
 - 14.1.3 insurance to cover the performance of the Services and Our Goods or property during the performance of the Services in a sum of at least their full replacement value.
- 14.2 You will procure that such insurance will extend to indemnify Us as principal.
- 14.3 All relevant sums received under the required insurance will be applied in, or towards, satisfaction of any claims against You or replacement of the Services or Our Goods or Our property or Your property as the case may be.
- 14.4 You will comply with the terms and conditions of any insurance taken out by You and will bear the cost of all exclusions and limitations under such insurance.

- 14.5 You will supply to Us a copy of all relevant insurance policies and evidence that the policies are in force, and the premiums have been paid, when We require it.
- 14.6 If You fail to comply with Your above insurance obligations We may take out such insurance and You will forthwith reimburse such costs to Us.

15 Recovery of Sums Due

Whenever under the Contract any sums of money will be recoverable from or payable by You, they may be deducted from any sums then due, or which at any later time may become due, to You under the Contract or under any other contract You may have with Us.

16 Matters Beyond Control

- 16.1 If either Party is delayed or prevented from performing its obligations under the Contract by circumstances beyond the reasonable control of that Party including, without limitation, any form of government intervention, strikes and lockouts relevant to the Purchase Order, such performance will be suspended, and if it cannot be completed within a reasonable time after the due date in the Purchase Order, then the Contract may be ended forthwith by written notice given by either Party.
- 16.2 We will pay to You such sum as may be fair and reasonable in the circumstances in respect of any or Services performed by You under the Contract prior to the cancellation of the Contract which may arise pursuant to clause 16.1 but only in respect of the Services that have been performed which are of benefit to Us as originally contemplated in the Contract.

17 Use of Information

- 17.1 Any information derived from Our premises, documents or otherwise communicated to You in connection with the Contract will be kept secret and confidential and will not, without prior written consent of Our Purchasing Manager, be disclosed to any third party.
- 17.2 You shall not be entitled to use any such information except for the purpose of implementing the Contract.

18 Intellectual Property Rights

- 18.1 All plans, drawings and designs supplied by Us or at Our request to You for the purpose of the Contract and all intellectual property rights therein will remain Our property and will be treated by You as confidential in accordance with clause 17.1. All plans, drawings and designs prepared or obtained by You from Us or Our agents for the purposes of the Contract and all intellectual property rights therein will be used by You only for the purposes of the Contract and will be delivered up to Us upon completion or termination of the Contract.
- 18.2 You warrant that the provision of the Services will not infringe any patent registered design trade mark copyright or other protected right and undertake to indemnify Us against all actions, costs, claims, demands, expenses and liabilities arising from or incurred by reason of any infringement or alleged infringement of any such right.

- 18.3 You will grant to Us a perpetual, royalty-free, world-wide, irrevocable licence to use, and sub-licence others to use, all intellectual property rights owned and used by or developed by You, Your employees and agents in the performance of the Services or other performance of the Contract for the purpose of operating, using, modifying, maintaining or amending the Services and We will be entitled to assign such licence to others.

19 Data Sharing

- 19.1 Each Party shall:

- 19.1.1 ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of Shared Personal Data to the other Party for the Agreed Purposes;
- 19.1.2 give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to either Party, their successors or assignees;
- 19.1.3 process the Shared Personal Data only for the Agreed Purpose;
- 19.1.4 not share or disclose the Shared Personal Data to anyone other than the Parties which form this agreement, unless agreed otherwise in writing and signed by both Parties;
- 19.1.5 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, details of such measures being subject to review upon request by the other Party;
- 19.1.6 not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

20 Ending the Contract

- 20.1 We may in writing, subject to giving You at least 10 Business Days' notice, end the Contract if:
- 20.1.1 You default in performance of any of Your obligations under the Contract and, in the case of a default which is capable of remedy, We have given notice requiring the default to be remedied and the default is not

remedied within 10 Business Days after the date of the notice to remedy;

20.1.2 You have committed persistent breaches of the Contract, whether or not such breaches are of a similar nature;

20.1.3 You are a company and:

(a) You pass an effective resolution for winding-up (otherwise than for the purpose of an amalgamation or reconstruction where the resulting entity assumes all of Your obligations under the Contract); or

(b) a court makes a binding order to that effect;

20.1.4 You are a partnership and You will be dissolved; or (being an individual) will commit any act of bankruptcy or will die; or if You (whether a company or not) will cease to carry on business or substantially the whole of Your business, or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed over any of Your assets or any similar step is taken in connection with Your insolvency, bankruptcy or dissolutions.

20.1.5 the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of PCR 2015;

20.1.6 You were, at the time of contract award, in one of the situations referred to in regulation 57(1) of PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the relevant procurement process; or

20.1.7 the Contract should not have been awarded to You in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive (as such terms are defined in the PCR 2015) that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union.

20.2 If the Contract is terminated pursuant to clause 20.1:

20.2.1 it will be in respect of the Services not performed as at the termination date and, if We so require, in respect of Services already delivered or performed, or any of them; and

20.2.2 We will (without prejudice to any other claim for damages We may have) be entitled to recover from You:

(a) any additional expenditure which may be incurred by Us in obtaining replacement Services; and

- (b) any amount which We may have paid in advance in respect of the Services not provided by You as at the date that the termination date.

20.3 In addition to any rights We may have under the Contract or at law We will be entitled to end the Contract, for any other reason whatsoever, by giving You at least 20 Business Days' written notice and to refuse to accept any further Services not accepted at the date of such notice provided that (and without double counting):

20.3.1 We will pay to You the Price of Services performed and accepted by Us and not already paid for;

20.3.2 You will, if We require, complete all Services partially performed at the date of any notice and We will pay the Price (or for part performance a fair and reasonable proportion thereof) of all such Services as are accepted by Us; and

20.3.3 We will pay to You such sum (not exceeding the Price under the Contract) as We may deem to be reasonable in respect of any Services carried out before the termination date.

20.4 The termination of the Contract under clauses 20.1 or 20.3 for any reason will:

20.4.1 subject to the other provisions of this clause 20 discharge the Parties from any liability for further performance of the Contract;

20.4.2 be without prejudice to any rights or liabilities which either Party has accrued prior to the termination date; and

20.4.3 not affect the coming into force or the continuation in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after it ended.

20.5 Upon termination of the Contract, You will return to Us all documents and materials (and all copies thereof) containing Our confidential information and certify in writing to Us that You have complied with this requirement.

20.6 Nothing in this clause 19 excludes or restricts any right which We would otherwise have under law to rescind or end the Contract or to treat Us as discharged from further performance of Our obligations under the Contract whether on grounds of misrepresentation, breach, frustration or otherwise.

21 Assignment and Sub-letting

21.1 The Contract will not be assigned by You nor sub-let as a whole. You will not assign or sub-let any part of the Contract without Our prior written consent. The restriction contained in this clause will not apply to sub-contracts for materials for minor details or for any part of which the manufacturers are named in the Contract. You will be responsible for all work done and Services performed by all sub-contractors.

22 Waiver

- 22.1 A failure at any time to enforce any provision of the Contract will in no way affect the right at a later date to require complete performance of the Contract, nor will the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

23 Limit on liability

- 23.1 Neither Party limits its liability for death or personal injury caused by its negligence or that of its employees.
- 23.2 Subject to clause 23.1, Our maximum aggregate liability (for breach of contract or arising in tort or on any other basis whatsoever) shall be the Price of this Contract.
- 23.3 You do not limit Your liability for any claims under the indemnity set out in clause 13.1 Subject to this and clause 23.1, Your maximum aggregate liability (for breach of contract or arising in tort or on any other basis whatsoever) shall be two hundred percent of the Price of this Contract.

24 Severability

- 24.1 In the event that any term of this Contract is held to be invalid, unlawful or unenforceable such term shall be deemed to be omitted from this Contract and the remaining terms shall continue in full force and effect.

25 Rights of third parties

- 25.1 This Contract is intended to be for the benefit solely of the Parties and is not intended to and does not create or confer any right or benefit enforceable by any other person or third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

26 Notice

- 26.1 All notices and communications sent to Us under the Contract must be in writing and sent by first class mail and via e-mail to procurement@londonenergyltd.com. If posted they must be posted to the Legal & Procurement Team to the address shown on the Purchase Order (our Registered Office) and will be deemed to have been received by Us on the second Business Day following the date of posting. All notices and communications must be marked for the attention of the Procurement Manager.
- 26.2 All notices and communications sent to You under the Contract will be in writing and sent by first class mail /e-mail. If posted they must be posted to Your normal business or last known address and will be deemed to have been received by You on the second Business Day following the date of posting.

27 Amendment

- 27.1 No addition, alteration or substitution of these conditions will bind the Parties or form part of the Contract unless and until accepted in writing by Our Purchasing Manager and Your Purchasing Manager (as identified in the Purchase Order).

28 Law

28.1 This Contract and any non-contractual obligations arising from or in connection with it shall in all respects be governed by and interpreted in accordance with English law.

28.2 The Parties irrevocably agree that the Courts of England and Wales are to have exclusive jurisdiction over any dispute:

28.2.1 arising from or in connection with this Contract; or

28.2.2 relating to any non-contractual obligations arising from or in connection with this Contract.

Signed on behalf of:

Signed on behalf of:

SUPPLIER NAME

LondonEnergy Ltd

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date: