

Integral Standard Terms & Conditions

1. Interpretation

Should the Supplier commence performance of the Services prior to receiving an Order, such commencement will be deemed to have been made in full acceptance by the Supplier of these standard conditions (“Standard Conditions”).

1.1. In these Standard Conditions the following words shall have the following meanings:

“Anti-Slavery Laws” means all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

“Data Protection Legislation” means GDPR and any national implementing laws, regulations and secondary legislation in force and as amended from time to time.

“Client” means any third-party customer with whom Integral has entered a contractual relationship to provide materials and services.

“Commencement Date” means the date the supply of Materials or Services is to commence as set out in the Order.

“Contract” means where applicable the PSTA, the Order, these Standard Conditions and any other documents referred to in the Order or these Standard Conditions. The Contract is to be read as a whole.

“Force Majeure Event” means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent];
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party)
- (h) interruption or failure of utility service.

“Good Industry Practice” means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of



this Contract.

“Health and Safety Legislation” means the Construction (Design and Management) Regulations 2015, Food Safety Act 1990, the Health & Safety at Work etc Act 1974, the Control of Substances Hazardous to Health

Regulations 2002, the Fire Precautions Act 1971, the Environmental Protection Act 1990, the Water Industry Act 1991, the Water Resources Act 1991 and in each case any amendment or re-enactment of the same from time to time and any associated regulations and guidance and any similar or analogous health, safety or environmental legislation regulations and guidance in force from time to time;

“Integral Data” means all data and information which the Supplier can access or is provided with by or on behalf of Integral about the provision of the Services and/ or delivery of Materials (for the avoidance of doubt including Confidential Information and Personal Data) whether such data and information is owned by Integral, a client, partner, supplier, subcontractor or agent of Integral, or any employee of any of them. Nothing in the Contract shall act as a license, transfer or assignment of any rights in Integral Data to the Supplier or any other party (other than such express rights as are given in connection with providing the Supply to Integral).

“Intellectual Property” means all copyright and all neighbouring and database rights and moral rights, registered designs, registered and unregistered design rights, or any rights or property similar to the foregoing in any part of the world whether registered or unregistered together with the right to apply for the registration of such rights in any part of the world and the rights to current applications for registration of any such intellectual property referred to above.

“Intellectual Property Rights” means patents, trademarks, service marks, logos, trade names, internet domain names, copyright (including rights in computer software) and moral rights, database rights, semi-conductor, topography rights, utility model rights in designs, rights in inventions, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and “registered” includes registrations and applications for registration.

“Integral” means Integral UK Limited or its relevant subsidiary (subsidiary having the meaning given by Section 1159 of the Companies Act 2006) or relevant joint venture, partnership or other trading entity controlled by Integral UK Limited or subsidiary as referred to in the Order;

“Materials” means the goods, materials and equipment supplied in accordance with the Order.

“Losses” means liabilities, costs, damages, losses (including but not limited to any direct, indirect and consequential losses), demands, expenses (including legal costs and expenses), and any sum arising in connection with any claims and proceedings;

“Main Contract” means any contract entered into by Integral and the Client to which the Services and/or the supply of Materials relates, including all documents incorporated therein and all subsequent variations and amendments thereto as agreed by Integral and the third party;

“Order” means Integral's written instruction to the Supplier to supply the Services and or Materials and which incorporates these Standard Conditions;

“Personal Data” has the meaning as set out in the Data Protection Legislation;



“**PSTA**” means the preferred supplier trading agreement that entered into between the Supplier and Integral.

“**Site**” means the site or sites at which the Services are to be provided and/or the Materials delivered as listed in the Order;

“**Specification**” means the specifications and requirements for the Materials and/or Services as stated in the Order.;

“**Supplier**” means the supplier of the Services and/or Materials as specified in the Order;

“**Services**” means the provision of all necessary supervision, labour, materials, goods and equipment to deliver the services at the Sites as set out in the Order.

- 1.2. In these Standard Conditions references to any rule, standard, regulation, statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that rule, standard, regulation, statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4. In these Standard Conditions the headings will not affect the construction of the Standard Conditions.
- 1.5. Any schedules, attachments and appendices referred to in these Standard Conditions shall have effect as if set out in full in the body of these Standard Conditions and any reference to these Standard Conditions includes the schedules, attachments and appendices.
- 1.6. Reference to a clause shall mean a clause under these Standard Conditions unless the context requires otherwise.
2. **Construction Industry Scheme (CIS)**
 - 2.1. For the purposes of this Clause 2, 'CIS' shall mean the Construction Industry Scheme pursuant to the Finance Act 2004 or any amendment or re-making thereof;
 - 2.2. All payments for construction work within the CIS made by or on behalf of Integral will be administered in accordance with the CIS in force at the time of payment.
 - 2.3. Under CIS Integral will not make any payments to the Supplier or any supplier who has not been verified under the Regulations (in so far as verification is required under the Regulations).
 - 2.4. The Supplier shall promptly provide the following information about the Supplier, as appropriate;
 - 2.5. Name of company, individual sole trader, or firm and partner of firm registered for CIS



- 2.6. unique taxpayer reference number of company, firm and/or individual,
- 2.7. National Insurance number of individual if applicable,
- 2.8. Company registration number if applicable, and
- 2.9. Any other information reasonably required by Integral to assist Integral in the verification procedure.
- 2.10. If the above information is not provided as required then notwithstanding anything express or implied to the contrary in the Contract or otherwise, unless and until the information referred to above is provided as stated Integral shall not and shall not be obliged to make any payment to the Supplier.

3. **Obligations**

- 3.1. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of Order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 3.2. These Standard Conditions apply to all Services and Materials delivered by the Supplier whether before or after receipt of an Order to which they relate.
- 3.3. Each Order from Integral for Materials or Services shall be deemed to be an offer by Integral to purchase Materials or Services subject to these Standard Conditions in effect at the date of the Order and if applicable the terms of the PSTA. Such Order shall be accepted by the Supplier, either expressly by giving notice of acceptance, or impliedly, by doing any act consistent with fulfilling the Order.
- 3.4. The Contract will commence on the Commencement Date and save as otherwise provided in the Contract will continue in force for the period as stated in the Order ("**Term**").
- 3.5. Nothing in these Standard Conditions shall give or be deemed to give the Supplier a right to exclusively provide the Materials and/or the Services or similar items to the Materials and/or the Services unless expressly set out in the Order.
- 3.6. Nothing in in these Standard Conditions shall give or be deemed to give the Supplier the right to a guaranteed minimum amount of Orders.
- 3.7. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under these Standard Conditions.
- 3.8. These Standard Conditions apply to Orders which may be for either Services or Materials or a combination of Services and Materials.



- 3.9. The Supplier will comply with all reasonable instructions and requests of Integral regarding the Services and/or supply of Materials and cooperate with any other suppliers as required.
- 3.10. Where relevant the Supplier is to always have an authorised representative on Site.
- 3.11. The Supplier warrants that all Materials and Services will be provided with all reasonable skill and care and due diligence and in accordance with Good Industry Practice, all applicable regulations, policies and guidelines.
- 3.12. Any day works (i.e. any Services that are agreed to be carried out and charged on a time and expense basis) must only be carried out with the prior written instruction of Integral and will only be paid for where the daily time sheets have been submitted daily to Integral and have been signed by Integral.
- 3.13. Where applicable to the Services and/or supply of Materials, Integral will provide plant and labour allocation/record sheets for completion by the Supplier daily. These must be handed to Integral at the start of each day and must detail the Supplier's operations on the previous working day.

4. **Health and Safety**

- 4.1. The Supplier shall have full regard to the health and safety of all persons present on the Site and shall comply with all applicable Health and Safety Legislation so far as applicable to the Services and/or supply of Materials. The Supplier shall comply with all health, safety and environment policies and any other policies of Integral that the Supplier is made aware of or otherwise and shall cooperate with Integral to enable it to carry out its statutory duties. The Supplier shall ensure that it is aware of the terms of such policies, that it complies with such policies and that all of its employees, agents or suppliers are also made aware of and comply with those terms.
- 4.2. The Supplier shall provide (at his cost) all his employees, agents, suppliers and visitors visiting the Site with appropriate personal protective equipment to comply with the relevant British Standard and Good Industry Practice including but not limited to safety helmet, high visibility waistcoat, gloves and safety glasses, protective footwear.
- 4.3. Failure to provide such equipment may result in the Supplier, its employees and agents not being allowed to work or have access to the Site.
- 4.4. The Supplier shall fully indemnify Integral against any costs, claims, fines, penalties, liabilities, charges or expenses arising from or in connection with any breach of the Health and Safety Legislation due to the acts or omissions of the Supplier or any of its employees, agents or other persons employed or engaged by it on or in connection with the Contract.

5. **Reporting**

- 5.1. The Supplier shall report all accidents, incidents and near misses, environmental incidents to the Integral authorised representative as soon as possible and in any event within a period of one (1) day of any such event occurring. All accidents or (if Integral so directs in writing) any other events,



are to be formally investigated with a written report submitted to Integral. The Supplier shall comply with Integral's reasonable recommendations or requirements arising out of any investigation or report (whether that of the Supplier or Integral.)

6. Quality and Delivery

- 6.1. The Supplier will operate a quality assurance system to ensure that the Materials and the Services comply with the Specification. The Supplier will provide safety and environmental risk assessments and method statements containing sufficient details to allow Integral to fulfil its obligations under the Main Contract. The assessments and method statements must demonstrate the methods of operation to be adopted and the safe working procedures. They must also be provided at least 10 working days in advance of the commencement of the relevant Services or delivery of the relevant Materials. Where the Services involve emergency or reactive maintenance and such advance provision is not reasonably practicable then the assessments and method statements will be provided as soon as reasonably practicable in advance of the Services being commenced.
- 6.2. The Supplier shall ensure that the Materials and the Services shall:
 - 6.2.1. correspond with their description and the Specification;
 - 6.2.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Integral expressly or by implication;
 - 6.2.3. where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after Delivery;
 - 6.2.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Materials.
- 6.3. Integral shall have the right to inspect and test the Materials and/or Services at any time before or after delivery.
- 6.4. If following such inspection or testing Integral considers that the Materials and/or Services do not conform or are unlikely to comply with the Specification and/or any, laws, regulations and applicable policies Integral may:
 - 6.4.1. Inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance;
 - 6.4.2. Require additional testing and inspection; and/or
 - 6.4.3. Reject the Materials and/or Services at no cost to Integral. If Integral rejects any Materials or Services under this Clause then the Supplier shall remove the Materials promptly at their own risk, cost and expense.
- 6.5. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Materials and any such inspection or testing shall not reduce or otherwise affect the Supplier's



obligations under the Contract, and Integral shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

- 6.6. Integral's rights under the Contract are in addition to the statutory Standard Conditions implied in favour of Integral by the Sale of Goods Act 1979.
- 6.7. Any Materials to be delivered shall be delivered, carriage paid, to the address specified for delivery in the Order or to such other place of delivery and at such time and/or date as is specified by Integral in writing prior to delivery of the Materials. The Supplier shall off-load the Materials at its own risk and as directed by Integral. The Materials shall be properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 6.8. The Supplier will provide a delivery note with each delivery showing the following information: Order number, date of Order, the type and quantity of the Materials (including the code number of the Materials, where applicable), special storage instructions (if any), the number of packages and contents, whether packaging material is to be returned (only at the cost of the Supplier) and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 6.9. The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.
- 6.10. Unless otherwise stipulated by Integral in the Order, deliveries shall only be accepted by Integral during normal business hours. Deliveries shall be made to the location as is set out in the Order, or as instructed to the Supplier prior to delivery.
- 6.11. Delivery of the Materials shall be considered complete on unloading and stacking of the Materials at the location specified in Clause 6.7.
- 6.12. The Supplier shall not deliver the Materials in instalments without Integral's prior written consent or as specified in the Order. Where it is agreed that the Materials are to be delivered by instalments, they may be invoiced and paid for separately. Failure by the Supplier to deliver an instalment or any defect in an instalment shall entitle Integral to the remedies set out in this Clause 6.0.
- 6.13. Without prejudice to any other right or remedy which Integral may have, if any Materials or Services are not supplied in accordance with the Specification or the Order Integral shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether any part of the Services have been accepted by Integral:
- 6.13.1. to reject the Services (in whole or in part) and return any Materials to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Materials so returned shall be paid forthwith by the Supplier;
- 6.13.2. at Integral's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Services or to supply replacement Materials or Services as appropriate and carry out any other necessary Services to ensure that the terms of the Contract are fulfilled;
- 6.13.3. to refuse to accept any further deliveries of any Materials and/or to suspend the provision of any of the Supplier's Services but without being liable to the Supplier;



- 6.13.4. to carry out or instruct a third party to carry out, at the Supplier 's expense, any work necessary to make the Services comply with the Contract and to claim such costs of engaging another Integral to carry out the Services or supply the Materials.
- 6.14. If any Materials are delivered to Integral in excess of the quantities as specified in the Order Integral shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier 's risk and shall be returnable at the Supplier 's expense. If Integral decides in its sole discretion to accept any excess Materials, it will pay the Supplier accordingly in accordance with Clause 18
- 6.15. Integral shall not be deemed to have accepted the Materials or the Services until it has had at least 30 days to inspect them following the date of delivery.
- 6.16. All Materials shall remain at the risk of the Supplier until delivery to Integral is complete when risk in and ownership of the Materials shall pass to Integral.
- 6.17. If the Materials and/or Services are not delivered on the dates and at the times agreed then Integral, may at its option, claim or deduct 5 % (five per cent) of the price of the Materials and or Services for each week's delay in delivery by way of liquidated damages. If Integral exercises its rights under this Clause 6.17 this remedy shall be without prejudice to any other rights or remedies accruing to Integral.

7. Warranties

- 7.1. The Supplier warrants it has good title in the Materials provided and that it shall carry out the Services and supply the Materials in accordance with the Specification and the Order.
- 7.2. The Supplier warrants that the Services shall be delivered with all reasonable skill and care and in accordance with Good Industry Practice.
- 7.3. The Supplier warrants that it has full capacity and authority to enter into and perform the Contract and that it is a legally valid, incorporated and existing organisation.
- 7.4. The Supplier warrants that it maintains all necessary rights authorisation licences and consents to perform its obligations under each Contract.

8. Sub-Contracting and Assignment

- 8.1. The Supplier must ensure that, where any part of the Services is to be sub-contracted to a third party, prior written approval of Integral is obtained. Any application for approval will include details of the proposed system of quality control and health and safety procedures (. The Supplier shall ensure that all third parties to whom Services are subcontracted are contractually bound by and adhere to the health and safety required standards as set by Integral together with any other terms that Integral may reasonably require. Any such sub-contracting shall not limit any responsibility or obligations of the Supplier to Integral under the Contract and the Supplier remains responsible for all acts and omissions of its subcontractors.



8.2. The Supplier shall not be entitled to assign or novate or sub-contract the Contract or any part of it to any person, firm or Integral without the prior written consent of Integral not to be unreasonably withheld or delayed. Integral may assign or novate the Contract or any part of it without the consent of the Supplier.

9. **Supplier Employees**

9.1. The Supplier shall ensure that its workforce is fully trained, qualified, experienced and otherwise competent to carry out the Services. The Supplier shall, prior to the commencement of the Services and at any time during the progress of the said Services, supply Integral with such details of those employees, agents and suppliers the Supplier engages to execute the Services as Integral may request.

9.2. Integral shall acting reasonably, require the Supplier to remove any person employed by the Supplier in the execution of the Services who, in the reasonable opinion of Integral is guilty of gross misconduct, is incompetent, or negligent in the performance of the Services or poses a serious risk to health and safety. Any persons removed from the Site or Services pursuant to this Clause shall be replaced as soon as possible by a competent substitute approved by Integral.

9.3. The Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof in connection with the provision of the Services or delivery of the Materials.

9.4. The Supplier shall have in place an equal opportunities, diversity and inclusion policy. The Supplier shall take all necessary steps to secure compliance with such policy.

10. **Bribery and Anti-Corruption**

10.1 The Supplier shall, and shall procure that each Supplier Group Company and any person employed, engaged by or connected to a Supplier Group Company shall

10.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

10.1.2 not offer, promise, give or agree to give to any person employed, engaged by, or connected to Integral any gift, consideration or advantage as an intentional inducement or reward for any improper act or failure to act in connection with this Agreement or any other agreement or arrangement between the parties, including the award of any agreement or business and any of the rights and obligations arising out of or in connection with any such relationship;

10.1.3 not enter into the Contract or any other agreement or arrangement with Integral in connection with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf, or to its knowledge unless, before the relevant agreement is entered into, the particulars of any such commission and of the terms and conditions of any such contract for the payment of such commission have been disclosed in writing to Integral.

10.1.4 Confirm that it has read and will comply with JLL's Vendor Code of Conduct which is available at www.jll.com.

10.2 If the Supplier or any person employed or engaged by or connected with the Supplier breaches this



Clause 10, then Integral shall be entitled to terminate this Agreement by written notice with immediate effect

- 10.3 Without prejudice to Integral's right to terminate this Agreement under this Clause, the Supplier shall indemnify and keep indemnified Integral against all losses, damages, costs (including legal costs), proceedings, claims, liabilities or expenses suffered or reasonably and properly incurred by Integral arising out of or in connection with any breach of this Clause .

11. TUPE

- 11.1. The parties agree that the Transfer of Undertakings (Protection of Employment) Regulations 2014 (as amended (TUPE) shall not apply to the Contract. In the event that TUPE is deemed to apply then both parties shall comply with their respective obligations. The Supplier shall indemnify Integral against all losses, costs, liabilities, demands, damages, claims, and expenses arising out of or in connection with the application of TUPE by virtue of any act or omission, failure to comply with TUPE or any breach of its TUPE obligations by the Supplier.

12. Modern Slavery

12.1 The Supplier in performing its obligations under the Contract shall:

12.1.1 comply with all Anti-Slavery Laws;

12.1.2 Not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015, if such activity, practice or conduct were carried out in the UK;

12.1.3 include in its contracts with its direct subcontractors and suppliers, obligations requiring each such subcontractor and supplier to comply with the JLL's Vendor Code of Conduct which is available at www.jll.com. and the Anti-Slavery Laws;

12.2 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:

- (a) has been convicted of any offence involving slavery and human trafficking; or
- (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

12.3 Notwithstanding any other provision of this Agreement (including any provision as to liability) the Supplier shall indemnify and hold harmless Integral against any and all liabilities, damages, interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by, or awarded against Integral, arising out of or in connection with any breach or omission by the Supplier, in relation to this Clause 12.

12.4 Integral may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Clause 12.





13. Sustainability

- 13.1. Integral may from time to time introduce sustainability initiatives in respect of the handling of materials including any potential re-use or recycling opportunities, and the Supplier shall adopt such initiatives as requested. All excess materials, empty containers, rubbish etc. arising from the Supply are to be collected regularly by the Supplier and either removed from the Site to a recognised and properly regulated disposal or recycling facility at no expense to Integral.
- 13.2. During the carrying out of the Services and/or delivery of the Materials, the Supplier shall not cause any nuisance to the occupiers of the Site or the occupants of neighbouring properties or other third parties who may reasonably be affected by the carrying out of the Services or delivery of the Materials.

14. CDM Regulations

- 14.1. The Supplier shall comply with all statutory requirements which affect the carrying out of the Services including, the Construction Design and Management Regulations 2015 (“the **CDM Regulations**”). The Supplier warrants that it is fully aware of the requirements of the CDM Regulations, possesses the requisite degree of competence and level of resources to meet its requirements.

15. Insurance and Indemnity

- 15.1. The Supplier shall be liable for and shall indemnify Integral against any and all Losses incurred or suffered in respect of:
- 15.1.1. personal injury to or the death of any person arising out of or in connection with the Contract, unless such personal injury or death is due in whole to any act or neglect of Integral; and
- 15.1.2. any injury or damage whatsoever to any property real or personal arising out of or in connection with the Services,
- 15.1.3. the supply or failure to supply the Materials;
- 15.1.4. defective workmanship, quality or materials;
- 15.1.5. any claim made against Integral in respect of any liability sustained by any third party (Including Integral’s agents and Clients) to the extent that such liability was caused by any act or omission of the Supplier, its employees, or agents or because of any breach of, negligence or delay in performance of the terms of the Contract by the Supplier, its employees or agents.
- 15.2. The Supplier shall maintain employer’s liability, professional indemnity, public liability and product liability, at the levels set out in the clauses 15.2.1 to 15.2.4, with reputable insurers and shall produce to Integral, when requested, evidence of the existence and terms of such insurance and that premium payments are up to date. If the Supplier fails to maintain or procure such insurance Integral shall be entitled to obtain insurance cover and shall charge the Supplier or deduct from monies due to the Supplier, the cost of having to do so. The required levels of insurance are:



- 15.2.1. The limit of indemnity under public liability insurance shall be not less than £5,000,000 in any one occurrence;
- 15.2.2. the limit of indemnity under employer's liability shall be not less than £10,000,000, in any one occurrence;
- 15.2.3. the limit of indemnity under professional indemnity insurance (where required) shall be not less than £2,000,000; and
- 15.2.4. the limit of indemnity under product liability insurance (where required) shall be at a level which is sufficient to cover the activities and obligations of the Supplier under the Contract.
- 15.3. The terms of the Supplier's insurance must not include any term or condition that the Supplier must discharge any liability before being entitled to recover from the insurers, or any term or condition which might adversely affect the rights of any person to recover from such insurances.
- 15.4. The terms of this Clause 15.0 shall survive termination or expiry of these Standard Conditions.

16. **Integral Materials**

- 16.1. The Supplier acknowledges that all materials, equipment and tools, supplied by Integral to the Supplier (**Integral Materials**) and all rights in Integral Materials are and shall remain the exclusive property of Integral. The Supplier shall keep Integral Materials in safe custody at its own risk, maintain them in good condition until returned to Integral, and not dispose or use the same other than in accordance with Integral's written instructions or authorisation.

17. **Price**

- 17.1. Subject to Clause 21.0, the price for the Services and delivery of Materials is fixed, inclusive and as set out in the Order (exclusive of VAT).
- 17.2. All rates detailed herein are in pounds sterling. Additionally, all monetary transactions relating to the Contract shall take place in sterling. The Contract shall not be subject to the exchange rates between sterling or the euro (or any other currency) unless expressly stated herein.

18. **Payment**

- 18.1. The Supplier shall submit its invoice in the method and format (including a valid Order number) as specified in the Order and accompanied by all VAT and applicable tax documentation as required by Integral ("**Invoice**"). Each Invoice shall include all reasonable supporting information required by Integral to verify the accuracy of the Invoice. Unless the Supplier is notified in writing otherwise, Integral shall not be considered an end user or intermediate user for the purpose of determining VAT reverse charge status. If the Supplier is providing services under the CIS regime at either standard or reduced VAT rates the Supplier should apply VAT reverse charging rules when invoicing Integral.
- 18.2. Integral shall pay all properly due and undisputed Invoices within sixty (60) days from the date on which Integral receives a valid Invoice which shall be the final date for payment ("**Final Date for**



Payment). Where the final date for payment falls due in December payment shall be made in the first week of January of the following year.

- 18.3. Payment shall be due to the Supplier on the date of receipt by Integral of a properly submitted Invoice ("**Invoice Receipt Date**"). No variation to the price for the Services or extra charges will be accepted by Integral other than in accordance with Clause 21.0.
- 18.4. No later than thirty days (30) after the Invoice Receipt Date, Integral shall notify the Supplier of the sum that Integral considers to have been due at the Invoice Receipt Date in respect of the payment and the basis on which that sum is calculated ("**Payment Notice**")
- 18.5. Unless Integral has served a notice under clause 18.4 or clause 18.6 Integral shall pay the Service Provider the sum referred to in the Invoice (the "**Invoiced Sum**") on or before the Final Date for Payment of such Invoice.
- 18.6. To withhold payment or part payment of an Invoice Integral must serve on the Supplier no later than 1 (one) day prior to the Final Date for Payment (the "**Prescribed Period**") a notice specifying the amount proposed to be withheld and the ground for withholding payment, or, if there is more than one ground, each ground and the amount attributable to it ("**Payless Notice**").
- 18.7. If Integral fails to pay the Invoiced Sum in full by the Final Date for Payment and Integral has failed to serve a valid Payless Notice then without prejudice to any other right or remedy the Supplier may suspend any or all its obligations under the Contract having given at least fourteen (14) days' notice of its intention to suspend, stating the ground(s) on which it is intended to suspend performance.
- 18.8. The right to suspend performance shall cease when Integral makes payment in full of the Invoiced Sum . Any period during which performance is suspended shall be disregarded in computing the time taken by the Supplier or other third party to complete any work directly or indirectly affected by the exercise of the right of suspension. If a contractual time limit is set by reference to a date rather than a period, the date shall be adjusted accordingly.
- 18.9. Without prejudice to any other right or remedy, Integral reserves the right to set off any amount owing at any time from the Supplier to Integral under or arising out of any contract between Integral and the Supplier against any amount payable by Integral to the Supplier under or arising out of any contract between Integral and the Supplier. Written notice of the amount of the set- off and the reason(s) for the set-off will be sent to the Supplier in a PayLess Notice in accordance with Clause 18. 6.
- 18.10. Notwithstanding anything stated to the contrary elsewhere in the Contract, if the Client becomes insolvent as defined in the Housing Grants, Construction and Regeneration Act 1996 Part II s.113 then Integral shall not be obliged to make any further payment to the Supplier until such time and then only to such extent as the Contractor receives further payment from the Client in respect of the Services or Materials .
- 18.11. Notwithstanding Clause 18.4 and Clause 18.6 if the Supplier become insolvent after the Prescribed Period, Integral shall not be required to pay the Supplier the Invoiced Sum on or before the Final Date for Payment.



18.12. If a party fails to make any payment due to the other party under this Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2 % per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

19. Retention

19.1. Integral has the right to withhold such retention sums as are detailed in the Order.

20. Defect Liability Period

20.1 The defect liability period shall be 12 months from the completion of the Services / delivery of the Materials or a longer period as may be specified in the Order Where the manufacturer or supplier of any goods, materials, plant or equipment incorporated in the Materials provides a warranty or guarantee then the Supplier without limiting its liability under the Contract shall make available to the Contractor and the Employer the benefit of such warranty or guarantee. Failure to disclose to Integral the existence of a manufacturer's or supplier's warranty or guarantee shall not affect the Supplier's liability under Clause 20.

21. Variations

These Standard Conditions shall not be varied except as agreed in writing between Integral and the Supplier and signed by a duly authorised representative of both parties.

22. Completion

22.1. Upon completion of the Services, or termination under clause 26.0 below, the Supplier shall vacate the Site promptly leaving the site clear of its waste materials, tools and equipment and shall provide Integral with a full set of drawings, specifications, operation manuals and details of its designs (if any).

23. Intellectual Property

23.1. All Intellectual Property created in the course of the Contract or provided by Integral shall be and remain the exclusive property of Integral

23.2. All Intellectual Property Rights created in any Materials pursuant to the Contract shall belong to Integral. In consideration of the payments made under the Contract to the Supplier by Integral, the Supplier hereby assigns by way of future assignment to Integral all Intellectual Property Rights subsisting in the said Materials.

23.3. The Supplier shall indemnify Integral against any damages or losses suffered whatsoever in connection with any claim brought against Integral for actual or alleged infringement of a third



party's Intellectual Property Rights arising out of, or in connection with, the assignment or supply to, or use by, Integral of the rights referred to in this Clause.

24. Data Protection

24.1. The Contract and factual arrangements arising from it shall dictate the role of each party in respect of the Data Protection Legislation. Unless the Contract and factual arrangements dictate otherwise, as between the parties for the purposes of the Contract, Integral is deemed to be the controller and the Supplier is deemed to be the processor. Nothing in this Clause shall relieve either party of its own direct responsibilities and liabilities under the Data Protection Legislation.

24.2.1 The Supplier shall not process personal data other than on the documented instructions of Integral unless it is required to process the personal data by any law to which it is subject. In such a case the Supplier shall inform Integral of that legal requirement before complying with it unless that law prohibits it from doing so.

24.2.2 The Supplier shall ensure that any third party with access to the personal data has appropriate technical and organisational security measures in place, to guard against the unauthorised or unlawful processing of personal data and against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the personal data. On request, the Supplier will confirm in writing to Integral the security measures it has adopted.

24.2.3 The Supplier shall take reasonable steps to ensure the reliability of any employee, agent or contractor that has access to personal data. The Supplier shall ensure that all personnel with access to the personal data are aware of their responsibilities in respect of the personal data. The personnel must all be subject to enforceable duties of confidentiality in respect of the personal data. If required to do so, the Supplier shall appoint a data protection officer in accordance with Article 37 of the GDPR.

24.2.4 The Supplier shall notify Integral promptly if it receives a request from an individual for subject access, or a request relating to any of the other individuals' rights available under the GDPR, in respect of personal data. The Supplier shall upon written request assist Integral, using appropriate technical and organisational means, to respond to individuals' requests in the manner set out in the GDPR.

24.2.5 The Supplier shall notify Integral without undue delay if it becomes aware of a personal data breach affecting personal data unless the breach is unlikely to result in a risk to the rights and freedoms of the data subject.

24.2.6 The Supplier shall provide all cooperation and information reasonably requested by Integral in respect of a personal data breach as soon as possible following the detection of the breach by the Supplier, including:



- a) details of the nature of the personal data breach;
- b) details of the personal data compromised;
- c) details of how the personal data breach is being investigated and any remedial steps already in place or to be put in place; and
- d) contact details of the person representing the Supplier where more information can be obtained about the personal data breach.

24.2.7 If the information above cannot be provided at the same time, it must be provided in phases as it becomes available, but without undue delay.

24.2.8 The Supplier shall indemnify and keep Integral indemnified from and against any and all losses and third-party claims which Integral may suffer or incur (directly or indirectly) in relation to the Supplier's failure to comply with its obligations as set out in this Clause 24.

25. Termination

25.1. If the Supplier breaches any term of the Contract, then if the breach is capable of remedy Integral may serve the Supplier with a notice specifying the breach. If the Supplier continues or fails to take steps to rectify the breach within seven (7) days of receipt of the notice, or such other timescale as may be specified in the notice Integral may terminate the Contract.

25.2. Integral shall have the right at any time to terminate the Contract in whole or in part by giving the Supplier thirty (30) days written notice whereupon all work on the Contract shall be discontinued and Integral shall pay to the Supplier fair and reasonable and mitigated costs only for work-in-progress at the time of termination but such costs shall not include loss of anticipated profits or any consequential loss.

25.3. Where the Supplier is subject to a change in control, the Supplier shall immediately notify Integral of such change in control, and where the effect of such change in control is to place the Supplier under the control of a competitor to Integral, Integral shall have the right to terminate the Contract immediately upon giving written notice to the Supplier.

25.4. Either party (the "Terminating Party") shall have the right at any time by giving notice in writing to the other the "Non - Terminating Party" to terminate the Contract immediately if any distress, execution or other process is levied upon any of the assets of the Non - Terminating Party or the Non - Terminating Party has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Non - Terminating Party or notice of intention to appoint an administrator is given by the Non - Terminating Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of Non - Terminating Party or for the granting of an administration order in respect of Non - Terminating Party, or any proceedings are commenced relating to the insolvency



or possible insolvency of the Non - Terminating Party or the party ceases or threatens to cease to carry on its business.

25.5. The termination of the Contract, however arising, will be without prejudice to the rights and duties of Integral accrued prior to termination. The Standard Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

26. **Force Majeure**

26.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract in the case of a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate the Contract is agreement by giving seven (7) days written notice to the affected party.

27. **Audit**

27.1. The Supplier shall keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the parties, full and accurate records in connection with the performance by the Supplier of the Contract including the Services provided under it, the systems operated by the Supplier pursuant to it and the sums paid by Integral under it.

27.2. Integral, or its nominated auditor, shall have the right to inspect the records referred to in Clause 27.1 for the purposes of auditing the compliance with and/or performance of the Contract by the Supplier. Audits may take place at any reasonable time and the Supplier shall permit the auditor such access and provide such co-operation as is reasonably required to complete the same.

27.3. The Supplier, within the timescales highlighted in any audit report, must address all non-conformity issues or observations highlighted in such report. Such audit, monitoring and/or inspection shall not be interpreted as acceptance by Integral of the Supplier's performance of, or relieve the Supplier of any obligation under, the Contract.

27.4. In the event that any inspection carried out pursuant to this Clause reveals any over-payment in respect of the total amounts paid by Integral to the Supplier pursuant to the Contract for the audited period in excess of 5% of the total amount which should be properly have been payable in respect of the Services or Materials, the Supplier shall pay Integral the reasonable costs of the audit. The Supplier shall in any event repay any over-payments within seven (7) days of a written demand.

27.5. In exercising any of its rights pursuant to this Clause Integral and any person exercising such rights on its behalf shall act reasonably and proportionately and so as to cause the minimum disruption to the provision of the Services as is reasonably practicable.

28. **Notices**

28.1. Any notice given by the Supplier under the Contract shall be in writing (identifying the contract details) and shall be served by sending it by recorded delivery post and email for the attention of the relevant person set out in Clause 28.4 below or as otherwise notified by that party hereunder.



- 28.2. Any notice given by Integral under the Contract shall be in writing and shall be served by sending it by registered post, pre-paid delivery, by e-mail or by sending it personally.
- 28.3. Any such notice shall be deemed to have been received:
- 28.3.1. If delivered personally, at the time of delivery; and
- 28.3.2. In the case of pre-paid delivery or recorded delivery post, 48 hours from the date of posting
- 28.3.3. If sent by e-mail, at the time of transmission.
- 28.4. All notices sent to Integral for the purposes of this Clause must be addressed to:

Head of Procurement / Supply Chain
Integral UK Limited,
730 Waterside Drive, Aztec West,
Almondsbury, Bristol,
BS32 4UE

29. Confidentiality

In this Clause

'Party' means of

- i. Integral UK Limited
- ii. Supplier

"Confidential Information" means

- i. These Standard Conditions and any Order; and
- ii. all information of a confidential nature concerning the other Party's business and the Clients' business, or products disclosed to the recipient Party by the other Party or its employees or agents or obtained from the other Party as a result of entering into or performing this Contract (including but not limited to technical, financial or commercial know-how, specifications, inventions, processes or initiatives).

- 29.1 Each Party shall treat as confidential the Confidential Information and shall not use such confidential information except for the purposes of this Agreement.
- 29.2 The recipient Party shall restrict disclosure of such confidential material to such of its employees, agents or Suppliers as need to know the same for the purpose of discharging the recipient's Party's obligations to the other Party and shall ensure that such employees, agents or Suppliers are subject to the same obligations of confidentiality as bind the recipient Party.
- 29.3 Each Party shall not disclose any such confidential information to any third party except:
- 29.3.1 with the prior written consent of the other Party; or
- 29.3.2 to the extent required by law; or



- 29.3.3 to its professional advisers, auditors or bankers; or to its officers, employees, advisers and subcontractors to the extent that such person has a reasonable and proper need to know such confidential information for the purposes of compliance with the obligations of the relevant Party pursuant to this Agreement.
- 29.4 The obligations in this Clause 29 shall continue in force indefinitely following the termination of the Agreement.

30 General

- 30.1 Each right or remedy of Integral under these Standard Conditions is without prejudice to any other right or remedy of Integral whether under the Standard Conditions or not.
- 30.2 If any provision of the Standard Conditions is held to be void or unenforceable in whole or in part, the Standard Conditions shall be construed in all respects as if the void or unenforceable provision has been struck from the Standard Conditions without any effect on any other provision.
- 30.3 Failure or delay by Integral in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 30.4 A failure or delay by a party to exercise any right or remedy provided under the Standard Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Standard Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 30.5 Neither the Contract, nor any term hereof, shall be enforceable by any third party, except a third party included within the definition of "Integral" or of "Supplier"; and the Contract may be rescinded or varied without the consent of the third party. Except as otherwise expressed in the Contract, the parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third parties) Act 1999.

31 Law and Jurisdiction

- 31.1 The formation, existence, construction, performance, validity and all aspects of the Contract and any claim or dispute arising under it (including non-contractual disputes) shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 31.2 In the case of a bona fide dispute in connection with the Contract the Party raising the dispute shall promptly notify the other in writing of the same. In the event of such dispute the Parties shall attempt in good faith to resolve the dispute within 14 days of the date of the notification of dispute. In the event of failure to resolve the dispute the Parties shall refer the dispute to a senior representative of each Party for resolution within a period of 14 days from the date of referral.
- 31.3 If the Parties are unable to resolve their dispute through the escalation process referred to in Clause 31.2 either Party may refer the matter for resolution either by adjudication or in the English Courts.



Integral UK Ltd.
730 Waterside Drive
Almondsbury
Bristol BS324UE

t: 01454 278 900
f: 01454 201169



for and on behalf of Integral

Name:.....

Position:

for and on behalf of the Supplier

Name:.....

Position:

