

Macmillan Cancer Support standard conditions of purchase

1. DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these CONDITIONS:

'AGREEMENT' shall mean agreement between the BUYER and the SUPPLIER for the supply of GOODS and/or SERVICES in accordance with these CONDITIONS;

'BUYER' shall mean MACMILLAN CANCER SUPPORT Company No 2400969, Registered Charity No 261017, registered address 89 Albert Embankment, London SE1 7UQ or MACMILLAN CANCER SUPPORT SALES LTD, Company No 934859, registered address 89 Albert Embankment, London SE1 7UQ as set out in the relevant ORDER.

'CONDITIONS' shall mean these conditions of purchase as may be amended from time to time in accordance with clause 3;

'CHANGE' shall mean a change as set out in clause 3;

'DELIVERABLES' means all documents, products and materials developed by the SUPPLIER or its agents, contractors and employees as part of or in relation to the SERVICES in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

'DELIVERY LOCATION' shall have the meaning as set out in clause 5.2(b);

'GOODS' shall mean the goods (or any part of them) set out in the ORDER;

'GOODS SPECIFICATION' shall mean any specification for the GOODS, including any related plans and drawings, that is agreed in writing between the BUYER and the SUPPLIER;

'INTELLECTUAL PROPERTY RIGHTS' means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

'ORDER' shall mean the BUYER's written instructions to purchase the GOODS and/or SERVICES incorporating these CONDITIONS in the BUYER's purchase order form, or in the BUYER's written acceptance of the SUPPLIER's quotation, as the case may be;

'SERVICES' shall mean the services, including any DELIVERABLES, to be provided by the SUPPLIER under the AGREEMENT as set out in the SERVICE SPECIFICATION;

'SERVICES SPECIFICATION' means the description or specification for SERVICES as set out in the relevant Order or as agreed in writing by the BUYER and the SUPPLIER;

'SUPPLIER' shall mean the person, firm or company from whom the BUYER purchases the GOODS and/or SERVICES; and

'WORKING DAY' means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) 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.
- (e) A reference to writing or written includes email.

2. APPLICATION OF TERMS

- 2.1 Subject to variation under clause 3, these CONDITIONS are the only CONDITIONS upon which the BUYER is prepared to deal with the SUPPLIER and they shall govern the AGREEMENT to the entire exclusion of all other terms that the SUPPLIER seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Each ORDER for GOODS and/or SERVICES by the BUYER shall be deemed to be an offer by the BUYER to purchase GOODS and/or SERVICES from the SUPPLIER subject to these CONDITIONS.
- 2.3 The ORDER shall be deemed to be accepted on the earlier of:
 - (a) the SUPPLIER giving written notice of acceptance of the ORDER; or
 - (b) any act by the SUPPLIER consistent with fulfilling the ORDER,at which point the Agreement shall come into existence.
- 2.4 No terms delivered with or contained in the SUPPLIER's quotation, acknowledgment of acceptance of order, specification or otherwise shall form part of the AGREEMENT and the SUPPLIER waives any right which it otherwise might have to rely on such terms.
- 2.5 The SUPPLIER acknowledges that it has not entered into the AGREEMENT in reliance upon any representation which is not incorporated into these CONDITIONS or referenced in the ORDER.
- 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 specified.

3. CHANGES

- 3.1 The BUYER may by written notice request changes to the GOODS and/or SERVICES which may include additions to or reductions to the ORDER.
- 3.2 If the BUYER requests a change the SUPPLIER shall within 3 WORKING DAYS following receipt of the BUYER's request provide a written estimate to the BUYER of: (a) the likely time required to implement the change; (b) if applicable, any variation to the price, which shall be no higher than the SUPPLIER standard prices then in force; and (c) any other likely impact of the change.

3.3 If the BUYER does not wish to proceed there shall be no change; or if the BUYER wishes the SUPPLIER to proceed with the change, the SUPPLIER shall so do on written agreement between the parties of the necessary variations to the AGREEMENT.

4. **SUPPLY OF GOODS**

4.1 The SUPPLIER shall ensure that the GOODS shall:

- (a) correspond with their description and any applicable GOODS SPECIFICATION;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the SUPPLIER or made known to the SUPPLIER by the BUYER, expressly or by implication, and in this respect the BUYER relies on the SUPPLIER's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the GOODS.

4.2 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 the AGREEMENT in respect of the GOODS.

4.3 The BUYER 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 AGREEMENT.

4.4 If following such inspection or testing the BUYER considers that the GOODS do not comply or are unlikely to comply with clause 4.1 above, the BUYER shall inform the SUPPLIER and the SUPPLIER shall immediately take such remedial action as is necessary to ensure compliance. The BUYER may conduct further inspections and tests after the SUPPLIER has carried out its remedial actions.

5. **DELIVERY**

5.1 The SUPPLIER shall 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) a packing note including the purchase order number must accompany each delivery and be displayed prominently. The SUPPLIER shall supply the BUYER in good time with any other instructions or information required to enable the BUYER to accept delivery of the GOODS and performance of any SERVICES to be provided hereunder; and
- (c) it states clearly on the delivery note any requirement for the BUYER to return any packaging material for the GOODS to the SUPPLIER. Any such packaging material shall only be returned to the SUPPLIER at the sole cost of the SUPPLIER.

5.2 The SUPPLIER shall deliver the GOODS:

- (a) on the date specified in the ORDER or, if no such date is specified, then within 10 WORKING DAYS of the date of the ORDER;

- (b) to the BUYER's premises as is set out in the Order or as instructed by the BUYER prior to delivery ("**DELIVERY LOCATION**"); and
 - (c) during the BUYER's normal hours of business on a WORKING DAY, or as instructed by the BUYER.
- 5.3 Delivery of the GOODS shall be completed on the completion of unloading of the GOODS at the DELIVERY LOCATION.
- 5.4 Title and risk in the GOODS shall pass to the BUYER on completion of delivery.
6. **SERVICES**
- 6.1 The SUPPLIER shall from the date set out in the ORDER and for the duration of the AGREEMENT supply the SERVICES to the BUYER in accordance with the terms of the AGREEMENT.
- 6.2 The SUPPLIER shall meet any performance dates for the SERVICES specified in the ORDER or as notified by the BUYER to the SUPPLIER from time to time, and time is of the essence in relation to such performance dates.
- 6.3 Performance of the SERVICES shall take place between the hours of 9am-5pm Monday – Thursday and 9am-4:30pm on Friday, unless otherwise set out in the ORDER.
- 6.4 The SUPPLIER shall allocate sufficient resources to the SERVICES to enable it to comply with its obligations under the AGREEMENT and shall use all reasonable endeavours to ensure consistency of staff provided in connection with the SERVICES.
- 6.5 The SUPPLIER shall when requested by the BUYER provide the BUYER with such details about the staff engaged in providing the SERVICES as the BUYER may require.
- 6.6 In providing the SERVICES, the SUPPLIER shall:
- (a) perform the SERVICES in accordance with: (i) all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the SERVICES; and (ii) all reasonable directions given by the BUYER;
 - (b) co-operate with the BUYER in all matters relating to the SERVICES, and comply with all instructions of the BUYER;
 - (c) perform the SERVICES with the best care, skill and diligence in accordance with the best practice in the SUPPLIER's industry, profession or trade;
 - (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the SUPPLIER's obligations are fulfilled in accordance with this AGREEMENT;
 - (e) ensure that the SERVICES and DELIVERABLES will conform with all descriptions and specifications set out in the ORDER, and that the DELIVERABLES will be fit for any purpose that the BUYER expressly or implicitly makes known to the SUPPLIER;
 - (f) provide all equipment, tools and vehicles and such other items as are required to provide the SERVICES;
 - (g) comply with the Modern Slavery Act 2015, conduct appropriate due diligence on any suppliers it relies upon and ensure that both it and its suppliers comply with UN International Labour Standards;

- (h) use the best quality and manufacturer approved goods, materials, standards and techniques, and ensure that and all goods and materials supplied and used in the SERVICES or transferred to the BUYER, will be free from defects in workmanship, installation and design;
- (i) obtain and at all times maintain all licences and consents which may be required for the provision of the SERVICES;
- (j) observe all general health and safety rules and regulations applicable and any other security requirements that apply at the BUYER's premises;
- (k) hold all materials, specifications and data supplied by the BUYER to the SUPPLIER ("**BUYER MATERIALS**") in safe custody at its own risk, maintain the BUYER MATERIALS in good condition until returned to the BUYER, and not dispose or use the BUYER MATERIALS other than in accordance with the ORDER or written approval of the BUYER; and
- (l) not to do or omit to do anything which may cause the BUYER to lose any license, or permission upon which it relies for the purpose of conducting its business, and the SUPPLIER acknowledges that the BUYER may rely or act on the SERVICES.

6.7 The SUPPLIER shall maintain complete and accurate records of the time spent and materials used in providing the GOODS and/or SERVICES in such form as the BUYER shall approve. The SUPPLIER shall allow the BUYER to inspect such records at all reasonable times on request. SUPPLIER shall supply at its own expense certificates of analysis, tests, inspection or origin as may be required by law which shall in any event be delivered to BUYER no later than the GOODS and/or SERVICES to which they relate.

6.8 The BUYER shall:

- (a) provide the SUPPLIER with reasonable access at reasonable times to the BUYER's premises for the purpose of providing the SERVICES; and
- (b) provide such necessary information for the provision of the SERVICES as the SUPPLIER may reasonably request.

7. **REMEDIES**

7.1 If the SUPPLIER fails to deliver the GOODS and/or perform the SERVICES in accordance with the ORDER, the BUYER shall, without limiting its other rights or remedies, be entitled:

- (a) to terminate the AGREEMENT with immediate effect by giving written notice to the SUPPLIER;
- (b) to refuse to accept any subsequent performance of the SERVICES and/or delivery of the GOODS which the SUPPLIER attempts to make;
- (c) to recover from the SUPPLIER any costs incurred by the BUYER in obtaining substitute goods and/or services from a third party;
- (d) where the BUYER has paid in advance for SERVICES that have not been provided by the SUPPLIER and/or GOODS which have not been delivered, to have such sums refunded by the SUPPLIER; and
- (e) to claim damages for any additional costs, loss or expenses incurred by the BUYER which are in any way attributable to the SUPPLIER's failure to meet such commitments.

- 7.2 If the SUPPLIER has delivered GOODS that do not comply with clause 4.1, then, without limiting or affecting other rights or remedies available to it, the BUYER shall have one or more of the following rights, whether or not it has accepted the GOODS:
- (a) to terminate the AGREEMENT 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;
 - (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 by the BUYER in obtaining substitute goods from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by the BUYER arising from the SUPPLIER's failure to supply GOODS in accordance with clause 4.1.

7.3 These CONDITIONS shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the SUPPLIER.

7.4 The BUYER's rights under this AGREEMENT are in addition to any other implied or statutory rights and shall not exclude any other rights howsoever arising.

8. **PRICE AND PAYMENT**

8.1 The price for the GOODS and/or SERVICES is as set out in the ORDER and is inclusive of the costs of packaging, insurance and carriage of the GOODS.

8.2 The price for the GOODS and/or SERVICES is fixed and not subject to escalation. No extra charges shall be effective unless agreed in writing and in advance by the BUYER.

8.3 The SUPPLIER acknowledges that except as specifically provided in the ORDER the rates and prices contained therein are sufficient to cover the supply of all GOODS and/or SERVICES under the ORDER.

8.4 The price is exclusive of VAT which shall be payable by the BUYER subject to receipt of a valid invoice. All other taxes shall be paid by the SUPPLIER.

8.5 In respect of the GOODS, the SUPPLIER shall invoice the BUYER on or at any time after completion of delivery. In respect of SERVICES, the SUPPLIER shall invoice the BUYER on completion of the SERVICES.

8.6 SUPPLIER shall send all invoices, credit notes and supporting documentation to the following electronic address: P2P@macmillan.org.uk, and invoices shall be addressed to:- [contact name] Macmillan Cancer Support, Expenditure Department, 13th Floor, 89 Albert Embankment, London, SE1 7UQ.

8.7 SUPPLIER shall comply with the following when submitting invoices or credit notes via email. Failure to comply with these requirements will result in delays or rejections of invoices:

- SUPPLIER name and invoice number shall be stated on the email subject field;

- If submitting more than one invoice per email, each invoice should be attached separately;
 - The invoice and supporting documents shall be in PDF format only; All Invoices shall include, as a minimum, the following information:
 - The valid purchase order number issued by the BUYER to the SUPPLIER for the specific ORDER being invoiced;
 - Invoice number and date, and tax point if different;
 - Exact legal names of SUPPLIER and BUYER;
 - All banking details necessary for BACS transfer on initial invoice -
 - Contact person or position for invoice and telephone number;
 - Description of the GOODS and/or SERVICES;
 - Timesheets and/or expense statements approved by BUYER where applicable;
 - Unless otherwise stated in the ORDER all payments hereunder shall be made in sterling
 - VAT, where applicable, shall be shown separately on all invoices as a strictly net extra charge
- 8.8 Unless otherwise specified in the ORDER payment will be made by BACS within 30 days receipt of a valid invoice. Payment shall not operate as a waiver of any of the rights of BUYER under the ORDER or otherwise.
- 8.9 Without prejudice to any other right or remedy it may have the BUYER reserves the right to set off any amount owing at any time to it by the SUPPLIER against any amount payable by the BUYER to the SUPPLIER under the AGREEMENT.
- 8.10 If payment is not made in accordance with clause 8.8, SUPPLIER reserves the right to charge interest at a rate of 2% plus the Bank of England base rate on the overdue balances for the period from the date on which the payment became due until the date on which payment is made. This clause will not be applicable where payment has been delayed where an invoice has been disputed in whole or in part, including but not limited to invoices that do not meet the requirements set out in clause 8.6 and 8.7.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1 Subject to clause 9.3, all INTELLECTUAL PROPERTY RIGHTS in the materials supplied out of or in connection with the SERVICES by the SUPPLIER to the BUYER will be owned by BUYER.
- 9.2 The SUPPLIER grants to the BUYER, or shall procure the direct grant to the BUYER of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the DELIVERABLES for the purpose of receiving and using the SERVICES and the DELIVERABLES. To the extent the DELIVERABLES contain elements of the SUPPLIER's background INTELLECTUAL PROPERTY RIGHTS, the SUPPLIER grants to the BUYER, or shall procure the direct grant to the BUYER of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy and modify the SUPPLIER's background INTELLECTUAL PROPERTY RIGHTS and the DELIVERABLES for the purpose of receiving and using the SERVICES and the DELIVERABLES in its business.
- 9.3 Nothing in this clause shall be deemed to assign or transfer the SUPPLIER's or BUYER's background INTELLECTUAL PROPERTY RIGHTS which are and shall remain the exclusive property of the party owning them.

10. **INSURANCE**

- 10.1 The SUPPLIER shall maintain in force for the duration of the AGREEMENT and 1 year thereafter with reputable insurers insurance in an amount sufficient to cover its liabilities under the AGREEMENT, including public liability insurance and employer's liability insurance and product liability insurance of no less than £1 million per claim. Upon the BUYER's request, the SUPPLIER will provide a copy of such insurance certificates.

11. **INDEMNITIES**

- 11.1 The SUPPLIER shall indemnify the BUYER against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) awarded against or incurred by the BUYER arising as a result of or in connection with:
- (a) any claim made against the BUYER for infringement (including any alleged or presumed threat to infringe) of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of GOODS, or receipt, use or supply of the SERVICES; or
 - (b) any claim made against the BUYER by a third party arising out of or in connection with the supply of the GOODS, as delivered, or the SERVICES.

12. **CONFIDENTIALITY**

- 12.1 Neither party shall disclose to any third party or use, other than for the purposes of discharging its obligations or exercising its rights under the AGREEMENT, any information concerning the AGREEMENT or of a secret or confidential nature acquired by it concerning the business or affairs of the other party and each party will use all reasonable endeavours to prevent its employees or former employees from doing so. This clause shall not apply to information which either party is required by law to disclose. This clause shall survive termination of the AGREEMENT.
- 12.2 Data and detailed records relating to the SUPPLIER and ORDER (including past ORDERS) will be held and used by the BUYER in a manner compliant with our legal requirements and industry standard practices. The data held will include details collected as part of registering and assessing the SUPPLIER, processing an ORDER, or processing an INVOICE, including names, addresses, bank account details and contact details of individuals at the SUPPLIER. Data held will be available to personnel at the BUYER, who may require access in order to process INVOICES, consider placing a potential ORDER or undertake other tasks consistent with a BUYER-SUPPLIER relationship.

13. **TERMINATION**

- 13.1 Either Party shall have the right to terminate the AGREEMENT immediately by serving written notice on the other Party without prejudice to the existing rights and obligations of SUPPLIER and BUYER if:
- (a) the other Party has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes 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, or a resolution is passed or a petition presented to any court for the winding-up of the other Party or for the granting of an administration order in respect of the other Party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other Party; or

- (b) the other Party suspends or ceases or threatens to suspend or cease to carry on its business or a substantial part of its business; or
 - (c) the other Party commits a material or persistent breach of the AGREEMENT and where remediable, fails to remedy that breach within 5 days of receipt of notice in writing of the breach; or
 - (d) the other party repeatedly breaches any of the terms of the AGREEMENT in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the AGREEMENT.
- 13.2 Without affecting any other right or remedy available to it, the BUYER may terminate the AGREEMENT:
- (a) with immediate effect by giving notice to the SUPPLIER if:
 - (i) there is a change of control of the SUPPLIER; or
 - (ii) the SUPPLIER's financial position deteriorates to such an extent that in the BUYER's opinion the SUPPLIER's capability to adequately fulfil its obligations under the AGREEMENT has been placed in jeopardy;
 - (iii) the SUPPLIER by act or omission does anything which does or may, in the sole opinion of the BUYER, bring the BUYER's name into disrepute or damage the BUYER's reputation, goodwill or business interests; or
 - (iv) the SUPPLIER commits a breach of clause 6.6(a),
 - (b) for convenience by giving the SUPPLIER one months' written notice.
- 13.3 No such termination shall relieve the BUYER or SUPPLIER of any of their obligations as to any GOODS delivered and/or SERVICES already performed or work in progress (provided that the SUPPLIER shall on receipt of such notice take immediate steps to mitigate any further or unnecessary costs being incurred, unless directed otherwise by the BUYER).
- 13.4 Upon termination all GOODS and other DELIVERABLES, whether or not complete, shall be immediately delivered to the BUYER and become the property of the BUYER. The SUPPLIER shall immediately return all materials belonging to the BUYER.
- 13.5 Termination of the AGREEMENT, however arising, shall not prejudice any rights and remedies accrued by either party before termination.
- 13.6 Clauses which expressly or by implication survive termination of the AGREEMENT shall continue in full force and effect.
14. **GENERAL**
- 14.1 The AGREEMENT, 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 exclusively in accordance with the laws of England and Wales. Both parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the AGREEMENT or its subject matter or formation.
- 14.2 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 14.3 If any provision or part-provision of the AGREEMENT is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the AGREEMENT.
- 14.4 Nothing in the AGREEMENT is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose.
- 14.5 Except as set out in these CONDITIONS, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties.
- 14.6 The SUPPLIER may not assign, transfer or sub-contract, purport to assign, transfer or sub-contract the benefit or burden of the AGREEMENT without the prior written consent of the BUYER.
- 14.7 The SUPPLIER will comply with all applicable laws relating to tackling modern slavery and unlawful exploitation in its supply chains including but not limited to the Modern Slavery Act 2015. The SUPPLIER represents and warrants that it has, and shall maintain in place throughout the term of this AGREEMENT, its own policies and procedures to ensure that there is no slavery or unlawful exploitation in the SUPPLIER's organisation or supply chain. Before any subcontracting takes place the SUPPLIER must confirm to the BUYER that there are adequate processes in place to ensure that no slavery exists in its supply chain. The BUYER may request evidence of the steps taken to ensure no slavery exists in the SUPPLIER's supply chain, for example by requesting to see audit reports. If the BUYER is not satisfied that the SUPPLIER's processes are adequate, it may refuse to consent to sub-contracting. Subcontracting shall not relieve the SUPPLIER of any of its obligations under the AGREEMENT and the right to sub-contract does not prejudice any of the BUYER's rights under the AGREEMENT.
- 14.8 The Parties to the AGREEMENT do not intend that any term of the AGREEMENT shall be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 14.9 Any notice required to be given by either Party stated respectively under this AGREEMENT shall be in writing and addressed to the other Party at its registered office or principal place of business or to any address subsequently notified in writing by one Party to the other Party.