

1. Definitions and Interpretation

1.1. In these Conditions, the words and expressions set out below shall have the following meanings:

Affiliate means:

- 1.1.1. any Group Company of British Land;
- 1.1.2. any other vehicle or entity (including any unit trust, trust of land, limited partnership or joint venture) in which either British Land (or a Group Company of British Land) hold an interest, or
- 1.1.3. any other vehicle or entity (including any unit trust, trust of land, limited partnership or joint venture) in which either British Land (or a Group Company of British Land) carry out the role of property advisor or asset manager

Agreement means the agreement between British Land and the Supplier for the sale and purchase of Goods and/or Services incorporating these Conditions and the Request

Bespoke Materials means materials, whether written or machine readable, prepared exclusively for or at the direction of British Land pursuant to the Agreement

British Land means the British Land Company PLC, a company incorporated and registered in England and Wales with registered number 621920 whose registered office is at York House, 45 Seymour Street, London, W1H 7LX

British Land Policies means British Land's business policies and codes that apply to suppliers of goods and services, as notified to the Supplier and as amended and updated by British Land from time to time

Business Day means a day (other than a Saturday or Sunday) when banks generally are open for the transaction of normal banking business in London

Change In Circumstances Notice has the meaning given in clause 19.1

Charges has the meaning given in clause 7.1

Conditions means the terms and conditions set out in this document, as may be updated from time to time and made available here

Confidential Information means all information which is imparted or obtained (whether in writing, verbally or by other means and whether directly or indirectly) under or in connection with the Agreement on, before or after the Request or which is of a confidential nature relating to the business or prospective business, current or projected plans or internal affairs of either party (or any of its Affiliates), including in particular, but not limited to, the subject matter of the Agreement, all know-how, operations, processes, information regarding current and/or prospective customers and suppliers and any other commercial, financial or technical information relating to the business or prospective business of either party (or any of its Affiliates)

Employees means employees of the Supplier and employees of its agents and subcontractors

Force Majeure Event means the following events or circumstances (in each case, solely to the extent such events or circumstances are beyond the control of the affected party)

- (a) fire, flood, explosion, earthquake, storm or other natural disaster;
- (b) civil commotion, hostilities (whether war is declared or not), sabotage, an act of terrorism as defined in the Terrorism Act 2000, chemical or biological contamination; or
- (c) compliance with any law, judgment, order or decree; or
- (d) the interruption or failure of any utility services or network, and any systemic computer virus,

but not any events or circumstances caused by or attributable to:

- (i) any fault, omission or delay by the Employees;
- (ii) any industrial or civil dispute confined to part or all of the Employees or a shortage of Employees or Supplier staff for any other reason;
- (iii) any failure by the Supplier to obtain raw materials or other inputs in respect of Good to be provided hereunder; or

non-availability of funds or lack of funds

Goods means the goods (or any part of them) to be provided by the Supplier to British Land pursuant to a Request

Group Company means in relation to any body corporate (whether or not registered in the United Kingdom), any holding company or subsidiary of a holding company of such body corporate in each case from time to time. The terms holding

company and subsidiary shall have the meanings attributed to those terms in section 1159 of the Companies Act 2006

Insolvency Event means

- (a) a party becomes unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities; or
- (b) in relation to a party, a statutory demand is served, a receiver is appointed or any insolvency procedure under the Insolvency Act 1986 is instituted or occurs; or
- (c) any order is made for or there occur proceedings constituting main proceedings in any member state of the European Union; or
- (d) any analogous demand, appointment or procedure is instituted or occurs in relation to a party elsewhere than in England and Wales

Intellectual Property Rights means current and/or future intellectual property rights (whether registered or not) including any copyrights, trademarks, trade names, domain names, rights in logos and get-up, inventions (including without limitation any improvement or addition to any invention), trade secrets and know-how, registered and unregistered design rights, patents, utility models, all rights of whatsoever nature in computer software and data and rights in databases and all applications for registration, renewals and/or extensions in relation to any of the above and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in any part of the world

Privacy Laws means all applicable data protection laws, rules and regulations, including the EU Directive 95/46/EC, as they may be amended or replaced from time to time (including by the EU Regulation 2016/679), and any applicable national laws, rules and regulations implementing the foregoing, including the Data Protection Act 2018 as it may be amended or replaced from time to time, and all codes of practice issued by any regulator in relation to the processing of Personal Data

Relevant Change in Circumstances means a change in circumstances which:

- (a) is caused by an external factor beyond the reasonable control of British Land (including, but not limited to, a change in applicable laws or the publishing of Government guidance or advice); and
- (b) either directly or indirectly impacts upon the scope, type, volume or nature of the Goods and/or Services that British Land requires to be delivered or performed by the Supplier under this Agreement

Request means a request from British Land in writing (which for the purposes of Requests shall include email) for the supply of Goods and/or Services from the Supplier

Services means the services to be provided by the Supplier to British Land pursuant to a Request

Specification means any description or specification for the Goods and/or Services which is set out in a Request or otherwise agreed in writing by the parties

Supplier means the person, firm or company who sells the Goods and/or Services to British Land and whose details are set out in the Request

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time

1.2. In the event of any inconsistency between these Conditions and any Request that relates to:

- 1.2.1. timescales or milestones relating to the performance of Services or delivery of Goods;
- 1.2.2. Charges; and/or
- 1.2.3. any Specification and/or description of deliverables to be provided by the Supplier,

the Request shall prevail in respect of the Goods and/or Services to which it applies. For all other inconsistencies, these Conditions shall prevail.

2. Basis of Agreement, Term and Exclusivity

- 2.1. Exclusion of other terms – These Conditions apply to the exclusion of any other terms that the Supplier may seek to impose or incorporate (including any terms and conditions provided with any invoices of the Supplier), or which are implied by trade, custom, practice or course of dealing. If, however, British Land and the Supplier subsequently agree and sign a separate contract covering the provision of Goods and/or Services then that contract shall apply to the supply of all Goods and/or Services provided by the Supplier with effect from the relevant effective date.
- 2.2. **Requests** - Where British Land wishes to procure Goods and/or Services from the Supplier, it shall submit a Request that sets out details of the Goods and/or Services to be provided.
- 2.3. The Request constitutes an offer by British Land to purchase Goods and/or Services in accordance with these Conditions.

- 2.4. As soon as reasonably practicable, and in any event within five (5) Business Days of the receipt of a Request, the Supplier shall notify British Land of whether it accepts the Request or requires amendments to the Request.
- 2.5. The Request shall be deemed to be accepted on, and the Agreement shall be formed and take effect from, the earlier of:
- 2.5.1. the Supplier issuing a written acceptance of the Request; or
 - 2.5.2. the Supplier doing any act consistent with fulfilling the Request.
- 2.6. **No Exclusivity** – There is no obligation on British Land to purchase Goods and/or Services exclusively from the Supplier. Nothing in these Conditions shall prevent British Land from purchasing similar goods and/or services from any other supplier.
- 2.7. **No minimum commitments** – There is no obligation on British Land to place any minimum amount of business with the Supplier in respect of Goods and/or Services, and any forecasts or similar provided by British Land as to its likely requirements of quantities, dates or frequency of required delivery of Goods shall be non-binding.
- 3. Affiliates**
- 3.1. British Land has entered into the Agreement on behalf of itself and for the benefit of any and all Affiliates of British Land.
- 3.2. The Supplier agrees that:
- 3.2.1. where instructed by British Land to do so, the Supplier shall supply the Good and/or Services specified in any Request to any Affiliate of British Land; and
 - 3.2.2. any Affiliate of British Land may directly submit Requests to the Supplier for the provision of Goods and/or Services and these Conditions shall be incorporated into the Agreement relating to any such Request(s), and such Affiliate shall benefit from all provisions and be entitled to enforce the terms of these Conditions as part of the Agreement (and references to British Land in these Conditions shall be construed as references to such Affiliate, as applicable).
- 4. Supply of Goods**
- 4.1. Where the Request provides for the supply of Goods, the provisions of this clause 4 and of clause 5 shall apply.
- 4.2. The Supplier warrants and undertakes to British Land that the Goods delivered shall:
- 4.2.1. correspond with their description and any applicable Specification;
 - 4.2.2. conform with any sample, pattern, mock-up, drawing or design approved or supplied by British Land;
 - 4.2.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended), sound materials, manufacture and workmanship and fit for any purpose held out by the Supplier or made known to the Supplier by British Land expressly or by implication;
 - 4.2.4. be free from any defects or matter injurious to persons or property; and
 - 4.2.5. comply with all applicable laws, regulations, orders, bylaws, safety standards, codes of practice and guidance notes and guidelines for the time being in force which relate to the Goods.
- 4.3. The Supplier warrants and undertakes to British Land that the Goods will comply with the requirements of clause 4.2 for not less than twelve (12) months following the date of delivery of the Goods (or such longer period (i) as may be specified in the Request; or (ii) of any warranty offered by the Supplier to its customers).
- 4.4. The Supplier shall immediately inform British Land if the Supplier knows or believes that:
- 4.4.1. any Goods which British Land regularly purchases is likely to be out of stock; or
 - 4.4.2. it will not be, or is unlikely to be, able to deliver all or any of the Goods by the date required under an existing order and British Land shall be entitled to cancel such order without liability and without prejudice to any other right or remedy.
- 4.5. Without prejudice to any other remedy, if any Goods are not supplied in accordance with the Agreement, British Land is entitled:
- 4.5.1. to require the Supplier to supply replacement Goods in accordance with the Agreement within five (5) Business Days of notice of the same at no additional charge to British Land; or
 - 4.5.2. reject the Goods and to a refund of any Charges (and applicable VAT) paid for them.
- 5. Delivery**
- 5.1. The date for delivery of the Goods shall be as specified in the relevant Request.
- 5.2. In respect of the Goods:
- 5.2.1. the Supplier will use all reasonable endeavours to deliver the Goods at or within the date (during normal business hours), or time, so specified;
 - 5.2.2. all risk of loss or damage to the Goods shall remain with the Supplier until completion of delivery and the Supplier shall be responsible for insurance of all Goods prior to completion of delivery;
 - 5.2.3. title in the Goods shall pass to British Land on the earlier of:
 - 5.2.3.1. completion of delivery; or
 - 5.2.3.2. payment of the Charges in respect of the Goods;
 and the Supplier shall not be entitled to make the Goods available for delivery by instalments without the prior written consent of British Land.
- 5.3. Delivery under the Agreement shall mean completion of unloading of the Goods at the delivery address specified in the Request or as otherwise specified in writing by British Land from time to time.
- 5.4. The parties agree that where the Request provides for the supply of Goods, this shall not give rise to a relevant transfer for the purposes of TUPE.
- 6. Performance of the Services**
- 6.1. Where the Request provides for the supply of Services, the provisions of this clause 6 shall apply.
- 6.2. The Supplier shall provide the Services:
- 6.2.1. with a high level of professional skill, care and diligence and in accordance with good industry practice;
 - 6.2.2. so as to meet any timing requirements and/or deadlines set out in the relevant Request or otherwise notified to the Supplier by British Land; and
 - 6.2.3. at all times in accordance with the provisions of the Agreement.
- 6.3. The Supplier shall not be entitled to make any amendments to the Services without the prior written consent of British Land.
- 6.4. If the Supplier has failed to perform the Services (or any part thereof) or performance of the Services by the Supplier is not deemed reasonably satisfactory by British Land, as agreed under the relevant Request or the Supplier breaches any of its obligations, warranties or representations under the Agreement, British Land shall be entitled (without prejudice to any other rights or remedies it may have) at its option to:
- 6.4.1. require the Supplier to remedy such breach by re-executing the relevant part of the Services at no extra cost; and/or
 - 6.4.2. deduct from the next payment of the Charges an amount equivalent to the amount charged by the Supplier for the performance of those Services which are deemed to be unsatisfactory or not performed.
- 6.5. The parties agree that it is not their intention that the supply of Services or the commencement or the termination or expiry of this Agreement or any Request shall constitute a relevant transfer for the purposes of TUPE and, save where otherwise provided in a Request, the supply of Services will be in connection with a single specific event or task of short-term duration and will therefore fall within the exception contained in Regulation 3(3)(a)(ii) of TUPE.
- 6.6. The Supplier shall manage the provision of the Services (or shall procure that its agent or subcontractor shall manage the provision of the Services) such that no Employee is assigned to the provision of the Services for TUPE purposes. The Supplier further agrees that it or its agent or subcontractor (as applicable) shall remain the employer of all Employees at all stages during this Agreement, including on commencement of and on and after the expiry or termination of all or part of this Agreement, any Request or all or part of the Services.
- 7. Payment**
- 7.1. **Fees** – The charges payable for the Goods and/or Services (“Charges”) shall be as stated in the relevant Request, or as otherwise agreed in writing between the parties. Unless expressly agreed otherwise between the parties, the Charges shall be:
- 7.1.1. deemed to be inclusive of all costs of the Supplier, including any packaging, insurance and third party or other out of pocket costs, and no additional Charges shall be payable by British Land unless expressly agreed in writing by the parties;
 - 7.1.2. stated exclusive of any applicable VAT; and
 - 7.1.3. inclusive of all charges for the Goods and/or Services and any applicable duties, taxes or levies other than VAT.
- 7.2. **Invoicing and Payment** – The Supplier shall issue invoices monthly in arrears within thirty (30) days following the end of each month and British Land shall pay undisputed invoices that meet the requirements of this clause within thirty (30) days of receipt of the invoice. Where applicable, the Supplier shall provide valid VAT invoices. Unless otherwise directed by British Land, all invoices shall be emailed to payment.operations@britishland.com.
To enable prompt payment, Supplier's must ensure all requested details are included on each invoice, as specified in 'The Supplier Payment Policy and Guide to Invoicing British Land', located at <http://www.britishland.com/about-us/suppliers>.
- 7.3. **Late Payment** – If British Land fails to pay the Charges within thirty (30) days of the due date for payment under the Agreement, other than in the case of a bona fide dispute, British Land shall pay interest at the rate of two percent (2%) above the Bank of England base rate on the Charges for the period from and including the due date of payment up to the date of actual payment.
- 7.4. **Dispute** – In the event of a bona fide dispute with regards to a portion of an invoice, British Land reserves the right to withhold payment of the disputed amount until resolved.
- 7.5. **Withholding** – If British Land is required by law to deduct or withhold any taxes, duties, charges, levies or other amounts of a fiscal nature then British Land shall be entitled to deduct or withhold any such amounts from the Charges.
- 7.6. **VAT on Construction Services** – British Land is an end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. If the Supplier is providing construction services, British Land requires a normal VAT invoice, with VAT

charged at the appropriate rate. British Land will not account for the reverse charge.

- 7.7. **Reservation of rights** – Payment by British Land of any Charges shall be without prejudice to any claims or rights which British Land may have against the Supplier and shall not constitute any admission or acknowledgement by British Land that the Supplier has performed its obligations under the Agreement to the satisfaction of British Land.

8. Supplier Obligations

- 8.1. **Co-operation** – The Supplier shall:

- 8.1.1. keep British Land informed regularly of, and promptly respond to, any of British Land's requests relating to the Goods and/or Services;
- 8.1.2. work and co-operate with British Land's personnel and with any other personnel notified to it by British Land;
- 8.1.3. keep British Land informed of any requirements for British Land to obtain or maintain any consents or licences in connection with (i) British Land's receipt of the Goods and/or Services hereunder, and/or (ii) the use by the Supplier of any materials or other assets which British Land provides to Supplier; and
- 8.1.4. obey all lawful instructions given by British Land in relation to the Agreement.

- 8.2. **Continuous Supply** – The Supplier shall ensure that it has appropriate resources, procedures and business continuity plans in place to fulfil its obligations under the Agreement, and in particular, to enable a continuous supply of Goods and/or Services to British Land. This may include (but shall not be limited to) the Supplier establishing and maintaining an inventory of products that is sufficient to enable it to fulfil Requests including the supply of Goods and making adequate provision to enable it to fulfil Requests including the performance of Services, in each case within the timescales required by British Land in any Request.

- 8.3. **Compliance with British Land Policies** – The Supplier will comply with the Mandatory Policies.

- 8.4. **Records** – The Supplier shall keep detailed, accurate and up to date records of all things done and accounts of all expenses incurred by it in relation to the provision of the Goods and/or Services. The Supplier shall retain such records during the term of the Agreement and for a period of six (6) years following the Supplier's completion of its obligations under such Agreement, and shall allow British Land (or its representatives or nominated advisors) to inspect such records at all reasonable times on request.

- 8.5. **Warranties** – The Supplier warrants, represents and undertakes that it shall (and shall procure that its sub-contractors and their agents and employees shall also):

- 8.5.1. comply in all respects with any applicable laws, statutes, regulations and codes of practice and maintain all necessary consents, permits, licences and authorisations to enable it to perform its obligations under the Agreement (and shall promptly supply British Land copies of any such consents, permits, licences and authorisations on request);
- 8.5.2. comply with British Land's safety and security standards and site procedures and any lawful instructions and guidelines issued by British Land from time to time;
- 8.5.3. ensure that all of the Employees are appropriately qualified and experienced to undertake their tasks in connection with the Goods and/or Services and that such tasks will be supplied in a professional and competent manner and under full supervision;
- 8.5.4. not infringe any third party Intellectual Property Rights in providing the Goods and/or Services.

9. British Land Obligations

- 9.1. In order to ensure that the Supplier can carry out its obligations under the Agreement, British Land shall:

- 9.1.1. subject to the Supplier's compliance with clause 8.1.3, obtain all necessary consents and licences required for the use by the Supplier of any materials or other assets which British Land provides or is required to provide or make available to the Supplier under the Agreement; and
- 9.1.2. comply with any obligations expressly required of British Land pursuant to the terms of any Request.

10. Subcontracting

- 10.1. The Supplier shall not, without the prior written consent of British Land as to the identity of the proposed sub-contractor and terms of the proposed sub-contract, sub-contract or otherwise allow to be provided by any third party any of the Goods and/or Services or other obligations under the Agreement.
- 10.2. If British Land consents to any sub-contracting by the Supplier, British Land shall be entitled to specify reasonable conditions in relation to the appointment for the relevant sub-contractor, and the Supplier shall ensure that it adheres to such conditions. The Supplier shall remain responsible for all the acts and omissions of its sub-contractors as if they were its own. British Land reserves the right to withdraw its consent to such sub-contracting at any time on giving one (1) months' notice to the Supplier.

11. Intellectual Property

- 11.1. All rights, title and interest in any Bespoke Materials shall vest in British Land. If, and to the extent the Supplier owns any Intellectual Property Rights in such Bespoke Materials, the Supplier hereby assigns to British Land with full title guarantee, all Intellectual Property Rights now existing (including those created prior to the submission of a Request) and hereafter to be created. The Supplier agrees that British Land shall be free to use such Bespoke Materials in any part of the world without restriction and without any requirement for further payment to the Supplier.

- 11.2. The Supplier undertakes that it will, at the request of British Land, do all such further acts and execute all such documents as may from time to time be necessary to vest all Intellectual Property Rights in the Bespoke Materials in British Land or its nominee.

- 11.3. To the extent the Supplier provides other materials that are not Bespoke Materials, including any third party materials, to British Land pursuant to the provision of the Goods and/or Services, the Supplier hereby grants to British Land a royalty-free, perpetual, non-exclusive licence to use and modify the Intellectual Property Rights (if any) therein during and after termination or expiry of the Agreement. British Land shall be entitled to sub-license such Intellectual Property Rights to the extent required to enable British Land to receive the benefit of the Goods and/or Services (or similar goods and/or services) during and after termination of the Agreement.

12. Confidential Information, Legal Requirements

- 12.1. **Confidential Information** – Each party shall, during and after the term of the Agreement, only use Confidential Information for the purposes of performing its obligations hereunder and each party shall keep secret and will not, without the prior written consent of the other party, disclose to any third party (except to its Employees, legal and professional advisors under a duty of confidentiality), such Confidential Information except where any Confidential Information:

- 12.1.1. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Agreement;
- 12.1.2. is in the lawful possession of that party other than pursuant to disclosure from the other; or
- 12.1.3. must be disclosed pursuant to a specific requirement of law (including without limitation public disclosure laws) or regulation or by a court of law or by the regulations of any relevant stock exchange or any relevant regulatory authority.

- 12.2. **Publicity** – The Supplier will not (except in the proper performance of its obligations under the Agreement) publicise or disclose its association with British Land or the existence or the nature of the Agreement in any way without the prior written permission of British Land, which British Land may refuse in its absolute discretion. The obligations of the Supplier under this clause will survive the expiry or the termination of the Agreement.

- 12.3. **British Land Data** – In relation to any data or information belonging to British Land which comes into the Supplier's possession or control in the course of providing the Goods and/or Services, the Supplier:

- 12.4. shall comply with the applicable security standards located at <https://www.britishland.com/sites/british-land-corp/files/supplier-information-security-standards.pdf> subject to any amendments or remediations agreed between the parties in writing (and for the purposes of this clause 12.3.1 only such amendments or remediations may be agreed between the parties via email provided that any such emails must specify that they are the amendments or remediations agreed under clause 12.3.1 of this Agreement); and shall not:

- 12.4.1. use the data or information or reproduce the data or information in whole or in part in any form except as may be required by this Agreement; or
- 12.4.2. disclose the data or information to any third party or persons not authorised by British Land to receive it, except with the prior written consent of British Land; or
- 12.4.3. alter, delete, add to or otherwise interfere with the data or information (save where expressly required to do so by the terms of this Agreement).

- 12.5. **Modern slavery** – The Supplier shall take all necessary steps to ensure that slavery and human trafficking is not taking place in any of its supply chains and/or in any part of its business. Upon request from British Land, the Supplier shall provide a statement to British Land setting out the steps which the Supplier has taken in this regard and provide all information reasonably requested by British Land in respect of the same.

- 12.6. **Anti-bribery Practices** – The Supplier agrees and warrants that it is in compliance with and will take no action, including in connection with the Agreement, which could result in a breach of the Bribery Act 2010 (UK). The Supplier shall not, and nor shall any sub-contractors or any of its officers, Employees, shareholders, representatives or agents, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage (whether or not by using any payments under the Agreement) with respect to any matters which are the subject of the Agreement which

- (i) would violate any applicable anti-corruption laws, (ii) is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a public official with the intention of influencing such a person and obtaining or retaining an advantage in the conduct of business, or
- (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper. In the event British Land reasonably suspects there to have been a breach of this clause 12.5, British Land may terminate the Agreement immediately

upon giving notice in writing to the Supplier.

13. Insurance

- 13.1. During the term of the Agreement and for a period of six (6) years thereafter, the Supplier shall, at its own cost, effect and maintain in force, with a reputable insurance company such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Agreement. Notwithstanding the generality of the foregoing, and unless expressly agreed otherwise in writing by the parties, the Supplier shall have and maintain the following insurances:
- 13.1.1. employers' liability insurance of at least the minimum amount required by law;
 - 13.1.2. professional indemnity insurance of the appropriate level having regard to its obligations and liabilities under the Agreement;
 - 13.1.3. public liability insurance of at least ten million pounds (£10,000,000) in respect of any one incident; and
 - 13.1.4. where the Supplier supplies Goods hereunder, product liability insurance of at least ten million pounds (£10,000,000) in respect of any one incident.
- 13.2. The Supplier will on demand supply copies of the insurance documents to British Land to confirm the insurance arrangements specified above.

14. Indemnification

- 14.1. The Supplier shall indemnify on demand and hold British Land harmless from and against all losses, claims, liabilities, costs, damages, fines or expenses (including all legal costs) incurred or suffered by British Land or its Affiliates arising out of or in connection with:
- 14.1.1. any claim that the provision of Goods and/or Services or receipt or use thereof by British Land infringes any contractual rights or Intellectual Property Rights of any other person ("Third Party Claim");
 - 14.1.2. any breach by the Supplier of clause 12.1 (Confidential Information); and
 - 14.1.3. any breach by the Supplier of clause 17 (Data Protection).
- 14.2. The Supplier shall have the right to defend any Third Party Claim provided that in doing so it:
- 14.2.1. keeps British Land fully informed of the details of the conduct of the defence;
 - 14.2.2. complies with all of British Land's reasonable demands in relation to the conduct of the defence;
 - 14.2.3. does not do anything which impacts, or is likely to impact, British Land's reputation or business; and
 - 14.2.4. does not settle the Third Party Claim without the agreement of British Land, which may be granted or withheld in British Land's absolute discretion.
- 14.3. The Supplier shall be liable for, and shall indemnify and keep indemnified British Land against all and any expenses, liabilities, losses, claims, actions, debt, demands, awards, costs (including without limitation legal costs), penalties, fines, interest or proceedings whatsoever arising under any statute or regulation (including, but not limited to, TUPE) or at common law, whether during or after the expiry or termination of all or any part of the Agreement, any Request or the Services hereunder, suffered or incurred by British Land, or any of its Affiliates, customers or any other contractors directly or indirectly arising as a result of:
- 14.3.1. the employment or termination of employment of; or
 - 14.3.2. any act, omission, obligation or liability of the Supplier or its agents or subcontractors, or the failure of the Supplier or its agents or subcontractors to discharge any obligation in relation to, any Employee, or any other individual who transfers or claims to transfer to the employment of any new provider of all or part of the Services (which for the avoidance of doubt, may include British Land) or any other person that claims to be an employee or contractor of the Supplier, its agents and/or its subcontractors howsoever arising, employed or otherwise engaged (whether wholly or otherwise) in the supply of the Goods and/or Services from time to time.

15. Liability

- 15.1. Limitations of Liability – Nothing in the Agreement shall be intended to exclude or limit any party's liability for:
- 15.1.1. personal injury or death resulting from that party's negligence;
 - 15.1.2. fraud; or
 - 15.1.3. for any matter which it would be illegal for such party to exclude or to attempt to exclude its liability.
- 15.2. Subject to clauses 15.1 and 15.3, the liability of each party under or in connection with the Agreement, for any claims, demands, actions, damages, losses, costs or expenses, whether in contract, tort (including negligence) or otherwise:
- 15.2.1. in respect of the indemnities at clauses 14.1 and 14.3, shall not exceed five million pounds (£5,000,000); and
 - 15.2.2. in respect of all other defaults, shall not exceed a maximum aggregate sum of the greatest of: (i) the total aggregate Charges payable to the Supplier hereunder (under all Requests) during the preceding 12 months; (ii) one millions pounds (£1,000,000); and (iii) in respect of any insured liability, the maximum sum the relevant party may, or would have been able to, recover from its insurers in respect of such liability. For the avoidance of doubt, the limitation of liability shall apply in aggregate to all British Land Affiliates which have entered into Requests or otherwise receive the benefit of the Agreement.
- 15.3. The limitation of liability set out under clause 15.2 shall not apply where the liability arises as a result of the defaulting party's wilful or deliberate default.

16. Termination

- 16.1. British Land may terminate the Agreement for convenience on providing the Supplier with not less than one (1) month's prior written notice.
- 16.2. British Land may terminate the Agreement immediately by giving written notice to the Supplier:
- 16.2.1. if the Supplier becomes the subject of an Insolvency Event;
 - 16.2.2. in accordance with clause 12.5 (anti-bribery); and/or
 - 16.2.3. if the Supplier persistently breaches the Agreement.
- 16.3. Either party may terminate the Agreement if the other party commits any material breach of its obligations under the Agreement and, if remediable, fails to remedy it after being given ten (10) Business Days' written notice of the breach.
- 16.4. In the event that this Agreement is terminated for any reason, unless expressly agreed otherwise by the parties, all Requests in force at the relevant time shall be terminated with effect from the effective date of termination of this Agreement, whether or not any breach in question related to or affects any such Requests.
- 16.5. On termination or expiry of the Agreement:
- 16.5.1. the Supplier shall, at British Land's request, immediately return or destroy all materials belonging to British Land;
 - 16.5.2. the Supplier shall, at British Land's reasonable request and at its own cost, co-operate with British Land and/or any new provider of services similar to the Goods and/or Services appointed by British Land in ensuring the smooth handover and continued running of the provision of Goods and/or Services during such handover;
 - 16.5.3. the Supplier shall within one (1) month of the expiry or termination submit its final invoice to British Land setting out the total amounts of Charges due to the Supplier for the Services carried out by the Supplier. For the avoidance of doubt, the Supplier shall only be entitled to invoice for Charges in respect of Goods and/or Services provided up to the date of termination; and
 - 16.5.4. where British Land has ordered any Goods and/or Services and such Goods and/or Services have not yet been delivered, without prejudice to any other right or remedy, British Land may require the Supplier to provide such ordered Goods or Services subject to the terms and conditions of the Agreement, or cancel all or any part of such orders.
- 16.6. Termination or expiry of the Agreement will not affect the rights or liabilities of either party accrued prior to termination or expiry or any terms intended expressly or by implication to survive termination or expiry.
- 17. Data Protection**
- 17.1. For the purposes of this clause, the terms "Controller", "Personal Data", "Processor", "Personal Data Breach", "Supervisory Authority", "process", "processing", "processed", "Complaint" and "Data Subject" have the meaning given under the Privacy Laws in relation to the Personal Data processed as a result of the Agreement. "Data Subject Request" means a request made by a Data Subject to exercise any of their rights under the Privacy Laws. The provisions of this clause 17 shall survive termination or expiry of the Agreement.
- Clauses 17.2 to 17.3.13 shall apply where the Supplier processes Personal Data under or in connection with the Agreement.
- 17.2. For the purposes of the Agreement, the parties acknowledge that British Land shall be Controller and the Supplier shall be Processor, processing Personal Data on British Land's behalf.
- 17.3. In respect of any processing of Personal Data that the Supplier undertakes for and on behalf of British Land in accordance with the Agreement, the Supplier shall:
- 17.3.1. process such Personal Data only:
 - 17.3.1.1. for the purpose of performing its obligations under the Agreement;
 - 17.3.1.2. for such other purposes as may be expressly instructed by or agreed with British Land as otherwise notified in writing from time to time; and
 - 17.3.1.3. in accordance with the Privacy Laws.
 - 17.3.2. taking into account the nature of the processing, implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 17.3.3. not otherwise modify, amend, remove or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party without the prior written authorisation of British Land;
 - 17.3.4. maintain up to date records of its processing activities performed on behalf of British Land which shall include the categories of processing activities performed, information on cross border data transfers and a general description of security measures implemented in respect of processed data;
 - 17.3.5. keep the Personal Data separate from any data it

- processes on behalf of any other third party (including but not limited to business continuity measures and processes for regularly testing, assessing and evaluating the effectiveness of such security measures);
- 17.3.6. assist British Land in its compliance with its obligations under Privacy Laws in respect of notifying Personal Data Breaches to the supervisory authority and affected Data Subjects, insofar as it is able taking into account the nature of the processing and the information available to the Supplier;
- 17.3.7. ensure that only those personnel who need to have access to the Personal Data are granted access to such Personal Data (and only for the purposes of the performance of the Agreement) and that all of the personnel required to access the Personal Data are reliable and have been informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
- 17.3.8. not appoint a sub-processor without the prior written consent of British Land, not to be unreasonably withheld, and ensure an agreement is entered into with the relevant sub-processor which includes the same terms set out in this schedule in relation to the Supplier's processing obligations;
- 17.3.9. not transfer Personal Data to a country or territory outside the United Kingdom and European Economic Area except with the prior written consent of British Land;
- 17.3.10. notify British Land within 24 hours if it receives any: (i) request from a Data Subject to access that Data Subject's Personal Data; (ii) complaint or request relating to the Privacy Laws; and / or (iii) correspondence from a supervisory authority;
- 17.3.11. notify British Land in the event it becomes aware (and no later than 24 hours after becoming aware) of any Personal Data Breach, breach of the Privacy Laws, or this clause;
- 17.3.12. unless otherwise required by Privacy Laws, the Supplier shall return or delete, at British Land's sole discretion, all Personal Data upon the termination of the processing activities carried out under the Agreement, and promptly provide British Land with a confirmation in writing that it has done so; and
- 17.3.13. permit without charge, on an annual basis, and / or where British Land becomes aware of a data breach or alleged breach of the Privacy Laws by the Supplier, reasonable access by British Land to all records, files, tapes, computer systems, or any other information howsoever held by the Supplier in respect of the Supplier's activities pursuant to the contract for the purposes of reviewing compliance with this clause and/or the Privacy Laws.
- Clauses 17.4 and 17.5 shall apply where the parties both act as Controllers:
- 17.4. Each Party shall comply with its respective obligations under the Privacy Laws and shall not by its act or omission cause the other party to breach the Privacy Laws.
- 17.5. Each party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist the other party with their respective compliance with the Privacy Laws and in relation to all Complaints and Data Subject Requests.
- 18. Dispute Resolution**
- 18.1. If any claim or dispute arises in connection with the Agreement, either party may notify the other party of such dispute and the parties will attempt to settle such dispute by negotiation in good faith. If any dispute cannot be settled within ten (10) Business Days of the original notice of dispute, either party may refer the dispute to mediation and the parties agree to attempt mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the dispute is still not settled twenty five (25) Business Days from the initiation of mediation, the parties shall be free to pursue the dispute through legal action.
- 19. Change In Circumstances**
- 19.1. Upon the occurrence of any Relevant Change in Circumstances, British Land shall have the right, upon providing not less than 7 days' written notice to the Supplier, to increase, reduce or otherwise vary the scope and/or volume of all or part of the Goods and/or Services ("**Change in Circumstances Notice**").
- 19.2. If British Land issues a Change in Circumstances Notice in accordance with clause 19.1:
- 19.2.1. the Supplier shall proportionately amend the Charges to reflect the variation to the Goods and/or Services detailed in the Change in Circumstances Notice. In calculating any proportionate amendment to the Charges, the Supplier shall adopt the same pricing principles and/or models as were adopted at the commencement of this Agreement for the pricing of the Goods and/or Services; and
- 19.2.2. the amendment to the Charges shall be applicable from the effective date of the change.
- 20. Non Solicitation**
- 20.1. Except as otherwise expressly agreed in writing by other party, during the term of the Agreement and for a period of twelve (12) months following its expiry or termination, each party agrees not to directly or indirectly or through any third parties solicit, employ or engage any current or previous employees or anyone from the other party who engaged with it under or in connection with the Agreement (save to the extent such employment or engagement arises as a result of such employee independently responding to a general advertising campaign instigated by the other party).
- 21. Miscellaneous Provisions**
- 21.1. Assignment – Subject to clause 3, neither party shall assign, transfer, charge or deal in any other manner with the Agreement or any of its rights under it without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed.
- 21.2. Variation – No variation to the Agreement or any Request shall be valid unless it is in writing and signed by both parties.
- 21.3. Force Majeure – Neither party will be liable to the other party for its inability or failure to perform or delay in performing, any of its obligations (other than indemnity obligations) under the Agreement caused by a Force Majeure Event, provided that if a Force Majeure Event occurs, the party affected shall: (i) immediately notify the other party of the nature and likely duration (if known) of the Force Majeure Event; (ii) take all reasonable steps to reduce the effect of the Force Majeure Event; and (iii) take all reasonable steps to recommence performance of the affected obligations as soon as, and to the extent, reasonably practicable. If the Force Majeure Event continues for a period of thirty (30) days or more (consecutively or in aggregate), British Land may terminate this Agreement (in whole or in part) immediately (or as of a date specified in the termination notice) on written notice to the Supplier.. Unless this Agreement is terminated under this clause, the party affected by the Force Majeure Event will notify the other party as soon as its performance of its obligations under this Agreement is no longer prevented due to the Force Majeure Event. If under this clause the Supplier is relieved from performing any obligation it shall: (i) not be entitled to payment for the performance of that obligation in respect of the period for which such relief is obtained; and (ii) reimburse British Land all reasonable costs and expenses incurred in obtaining replacement goods and/or services in excess of the Charges that British Land would have paid to the Supplier, for the period during which relief is obtained.
- 21.4. Governing Law – The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with English law. Subject to clause 20, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement.
- 21.5. Limitations – No claim, action, suit or arbitration of any kind may be commenced against British Land more than one (1) year from the date the Supplier knew or ought reasonably to have known that a claim, action, suit or cause of action against British Land had accrued or occurred.
- 21.6. Entire Agreement – The Agreement contains the entire agreement between the parties with respect to its subject matter.
- 21.7. Rights of Third Parties – Save as set out in clause 3, the Agreement does not confer any rights on any person or party (other than the parties to the Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 21.8. Waiver – No term, provision or breach of the Agreement will be considered waived by either party unless such waiver is in writing signed on behalf of the party concerned.
- 21.9. No partnership/Joint Venture/Agency – The Agreement shall not operate so as to create a partnership, or joint venture, or agency of any kind between the parties. Nothing contained in the Agreement shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.
- 21.10. Notices – Any notice, request, or communication shall be in writing, in English, reference the Agreement and may be delivered by hand delivery, registered post or email to the addresses set out at the start of the Agreement (or such other address notified by either party) and shall be deemed to be received: (i) at the time of delivery if by hand delivery, (ii) at the time of sending if by email and, (iii) two (2) Business Days after having been sent by registered post. The parties agree that any notifications relating to termination, disputes or formal legal proceedings may be sent by email, but shall also be followed by a physical copy.
- 21.11. Severability – 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.
- 21.12. Set-off - If any sums are due to British Land from the Supplier, then British Land shall be entitled to set-off such sums against any payments due to the Supplier from British Land under or in relation to the Agreement or any other agreement between the parties.
- 21.13. Headings – Headings or captions herein are merely for convenience and are not part of the Agreement and shall not in any way modify or affect the provisions of the Agreement.