

## CONDITIONS

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1. Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Business Hours:** the period from 8.30 am to 4.00 pm on any Business Day.

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 18.7.

**Contract:** the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

**Customer:** Truro and Penwith Academy Trust.

**Customer Materials:** has the meaning set out in clause 0.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK, including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Deliverables:** 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:** has the meaning given in clause 4.2.

**Goods:** the goods (or any part of them) set out in the Purchase Order.

**Goods Specification:** any specification for the Goods, including any related plans and drawings, which is agreed in writing by the Customer and the Supplier.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, 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.

**Purchase Order:** the electronic order issued to the Supplier by the Customer's finance system which includes, without limitation, a valid number format (i.e. Pxxxxxxx), and a description of the Goods and/or services ordered.

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification for Services agreed in writing by the Customer and the Supplier.

**Site:** The school, premises or Delivery Location as specified in the Purchase Order and/or Service Specification.

**Supplier:** the person or firm from whom the Customer purchases the Goods and/or Services.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**VAT:** value-added tax chargeable in the United Kingdom.

#### 1.2. Interpretation:

a) The Contract is made up of the Purchase Order and the Conditions and if there is any conflict or ambiguity between the Purchase Order and the Conditions, the Purchase Order shall have priority over the Conditions.

b) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

c) A reference to a party includes its personal representatives, successors and permitted assigns.

d) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

e) Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

f) A reference to writing or written includes emails but excludes fax.

### 2. Basis of contract

2.1. The Purchase Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2. The Purchase Order shall be deemed to be accepted on the earlier of:

a) the Supplier issuing written acceptance of the Purchase Order; or

b) any act by the Supplier consistent with fulfilling the Purchase Order,

at which point and on which date the Contract shall come into existence ('Commencement Date').

- 2.3. Unless otherwise agreed in writing and signed by the Customer, these Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 2.4. 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.
- 2.5. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any Supplier documents that are inconsistent with these Conditions.

### **3. Supply of Goods**

- 3.1. 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 Customer, expressly or by implication, and in this respect, the Customer 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, or in accordance with the manufacturer's warranty (whichever is the greater); and
  - d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.
- 3.2. 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 Contract with respect to the Goods.
- 3.3. The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing, and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4. If following such inspection or testing, the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at Clause 3.1, the Customer shall inform the Supplier, and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5. The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6. The Supplier shall immediately notify the Customer, providing all relevant details, if the Supplier discovers:
  - a) any defect in any Goods delivered to the Customer at any time (whether any such defect, error or omission represents a breach of any of these Conditions); or
  - b) any error or omission in the instructions for the use, handling, storage and/or assembly of any Goods delivered to The Customer at any time.

### **4. Delivery of Goods**

- 4.1. The Supplier shall ensure that:
  - a) the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition;
  - b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order Number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
  - c) it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2. The Supplier shall deliver the Goods:

on the date specified in the Purchase Order or, if no such date is specified, then within seven days of the date of the Purchase Order;

  - a) to the Customer's premises or to such other location as set out in the Purchase Order or as instructed by the Customer before delivery ('Delivery Location'); and
  - b) during the Customer's normal business hours on a Business Day or as instructed by the Customer.
- 4.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4. If the Supplier:
  - a) delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
  - b) delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro-rata adjustment to the invoice for the Goods.

4.5. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.1.

4.6. Title and risk in the Goods shall pass to the Customer on completion of delivery.

## **5. Supply of Services**

5.1. The Supplier shall, from the Commencement Date, or the date set out in the Purchase Order (if different) and for the duration of the Contract, supply the Services to the Customer in accordance with the terms of the Contract.

5.2. The Supplier shall meet any performance dates for the Services specified in the Purchase Order and that the Customer notifies to the Supplier, and time is of the essence in relation to any of those performance dates.

5.3. In providing the Services, the Supplier shall:

- a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- b) perform the Services with the best care, skill, and diligence in accordance with best practice in the Supplier's industry, profession, or trade;
- c) 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 the Contract;
- d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- f) use the best quality goods, materials, standards, and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation, and design;
- g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- i) hold all materials, equipment and tools, drawings, specifications, and data supplied by the Customer to the Supplier ('Customer Materials') in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- j) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent, or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services;
- k) comply with any additional obligations as set out in the Service Specification.

## **6. Customer remedies**

6.1. If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- b) to 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 Customer in obtaining substitute goods and/or services from a third party;
- d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

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

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

- 6.3. If the Supplier has supplied Services that do not comply with the requirements of clause 5, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:
- a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
  - c) to require the Supplier to provide repeat performance of the Services or to provide a full refund of the price paid for the Services;
  - d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
  - f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 0.

6.4. These Conditions shall extend to any substituted or remedial services and/or repaired, or replacement goods supplied by the Supplier.

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

## **7. Customer's obligations**

7.1. The Customer shall:

- a) provide the Supplier with reasonable access at reasonable times to the Customer'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.

## **8. Charges and payment**

8.1. The price for the Goods:

- a) shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
- b) shall be inclusive of the costs of packaging, insurance, and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

8.2. The charges for the Services shall be set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier with respect to the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3. In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice and must include the Purchase Order Number and a description of the Goods and/or Services supplied. Any invoice submitted by the Supplier which does not include the Purchase Order Number and a description of the Goods and/or Services supplied shall be invalid and the Customer will not be obliged to pay such invoice.

8.4. In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

8.7. The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **9. Intellectual property rights**

9.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.

9.2. The Supplier grants to the Customer, or shall procure the direct grant to the Customer of a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.

9.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 9.2.

9.4. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

9.5. The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

**10. Indemnity**

10.1. The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

- a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);
- b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

10.2. This clause 10 shall survive termination of the Contract.

**11. Insurance**

During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company:

- a) professional indemnity insurance with a limit of cover of not less than £1million per claim;
  - b) public liability insurance with a limit of cover of not less than £5million per claim; and
  - c) employers' liability insurance with a limit of cover of not less than £5million per claim,
- to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

**12. Confidentiality and FOIA**

12.1. Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2. Each party may disclose the other party's confidential information:

- a) to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.4. The Supplier acknowledges that the Customer is subject to the provision of the Freedom of Information Act 2000 ("FOIA") and may receive requests for information relating to this Contract and to the Goods and/or Services which (but for any right to claim commercial confidentiality or any other applicable exemption) the Customer will be obliged to disclose under the FOIA or the Environmental Information Regulations 2004 ("EIR"). The Customer shall consult with the Supplier over any such request and the Supplier will provide such reasonable assistance as may be required to enable the Customer to comply with its obligations under the FOIA and/or the EIR.

**13. Compliance with relevant laws and policies**

13.1. In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations, and codes in force from time to time.

**14. Data protection**

14.1. Both parties will comply with all applicable requirements of the Data Protection Legislation.

14.2. The Customer may, at any time on not less than seven days' notice, revise this clause 14 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

**15. Termination**

15.1. Without affecting any other right or remedy available to it, the Customer may terminate the Contract:

- a) with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause 13.
- b) for convenience by giving the Supplier one month's written notice.

- 15.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so;
  - b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceases to carry on business;
  - c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

**16. Consequences of termination**

- 16.1. On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safekeeping and will not use them for any purpose not connected with the Contract.
- 16.2. Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

**17. Force majeure**

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for the performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for one month, the Customer may terminate the Contract by giving seven days written notice to the affected party.

**18. General**

**18.1. Assignment and other dealings.**

- a) The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- b) The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

18.2. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 18.2, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**18.3. Waiver.**

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

18.4. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**18.5. Entire agreement.**

- a) The Contract constitutes the entire agreement between the parties.
- b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

18.6. **Third-party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

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

- 18.8. **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 18.9. **Jurisdiction.** Each party irrevocably agrees 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 Contract or its subject matter or formation.
- 19. Limitation of liability**
- 19.1 References to liability in this clause 19 include every kind of liability arising under or in connection with the Contract.
- 19.2 Nothing in this clause 19 shall limit the Customer's payment obligations under the Contract.
- 19.3 Nothing in the Contract limits any liability which cannot legally be limited.
- 19.4 Subject to clause 19.2 and clause 19.3, the Customer's total liability to the Supplier for all other loss or damage shall not exceed £25,000, or 100% of the Contract amount (whichever is the lesser).
- 19.5 The caps on the Customer's liabilities shall be reduced by:
- payment of an uncapped liability;
  - amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
- 19.6 Subject to clause 19.2, clause 19.3 and clause 19.5, the following specified types of loss are wholly excluded:
- loss of profits, sales, business or anticipated savings.
  - loss of agreements, contracts or damage to goodwill.
  - indirect or consequential loss.
- 20. Safeguarding**
- 20.1 This clause 20 applies to all individuals engaged by the Supplier or its sub-contractors to attend the Customer premises to carry out the Services ("Relevant Staff").
- 20.2 The Supplier shall ensure that, in respect of each individual intended to become a member of the Relevant Staff, before the individual begins to attend the Sites regularly to perform the Services:
- the Supplier procures that a Disclosure and Barring Service ("DBS") check is made in respect of such intended Relevant Staff member;
  - a copy of the results of such check are notified to the Customer.
- 20.3 The Supplier shall renew such DBS check no less than every three years and shall the Supplier if any change in the result is revealed by such renewed check.
- 20.4 Notwithstanding clauses 20.1 to 20.3, the Customer (acting reasonably) may at any time require the Supplier to undertake new DBS checks of Relevant Staff and provide copies of the results to the Customer.
- 20.5 Whilst engaged at the Sites the Supplier shall comply with such rules, regulations and requirements relating to the conduct of staff (including those in respect of security arrangements) as may be made by the Customer from time to time acting reasonably and shall ensure that its employees, servants, agents and subcontractors do likewise. The Supplier shall take and/or procure appropriate disciplinary action against any person employed by the Supplier and/or any subcontractor of the Supplier who transgresses any such rules, regulations and requirements (which may include the removal from work in or about the provision of the Services of any such person).
- 20.6 Other than as expressly provided in this Contract, the Supplier shall be entirely responsible for the employment and conditions of service of the Supplier's employees and shall procure that any subcontractor of the Supplier is likewise responsible for its employees.
- 20.7 The Customer reserves the right to refuse to admit to any premises occupied by or on behalf of the Customer any person, employed or engaged by the Supplier or a subcontractor, whose admission would be, in the opinion of the Customer, undesirable and shall not be obliged to give any reasons for such refusal.
- 20.8 The decision of the Customer as to whether any person is to be refused admission to the Sites pursuant to clause 20.7 shall be final and conclusive, and the Customer shall not be obliged to give any further details of the reasons for its decision beyond a statement that the decision is made pursuant to clause 20.7.
- 20.9 The Supplier shall comply with and/or procure compliance with any notice issued by the Customer from time to time requiring the removal from any of the Customer premises of any person employed thereon who in the opinion of the Customer (which it shall not be required to explain or disclose to the Supplier) is not acceptable on the grounds of security or other grounds and that such persons shall not be employed again upon in delivery of the Services without the prior written consent of the Customer.