

NYMNPA

04/03/2019

From:
Sent: 04 March 2019 11:28
To:
Cc: Hilary Saunders
Subject: NYM/2017/0678/FL - Ashwood Close Helmsley, Planning conditions
Importance: High

Hi Stephen

We are due to hand over the extracare on the 18th March to Housing and Care 21, my client have asked for a letter off Hilary stating all conditions have been satisfactorily dealt with relating to the Extracare.

As we discussed we have some pre-occupation conditions that need evidencing for sign off.

Condition 22 – pre occupation condition relating to safe access, as of Friday last week we where laying the basecourse to the footway from Ashwood close the extracare (see attached photo). Streetlights are now installed to both sides of the road and are now connected. Is this sufficient for you to sign off?

Condition 28 – Cycle hoops are to be located to the Extracare entrance, we are just waiting on delivery of the hoops. these will be installed early next week,

Condition 29 – the attached photo was taken 27th February, parking areas where completed over the weekend. As above cycle storage will be complete early next week.

Condition 30 – as above parking relating to the extracare is now complete.

Im being very cheeky but I don't want to leave this any later, would you be willing to approve

these conditions for the extracare so Hilary can send me a letter covering approval of conditions to enable us to occupy the extracare? I appreciate the cycle hoops are not yet fitted, they have been ordered (see attached order as evidence). I will follow up with a photo as soon as they are complete.

Any problem please let me know

Regards

Ben Hickling

Design & Build Manager
Places & Communities
ENGIE UK & Ireland

NYMNPA 04/03/2019



Callflex Business Park, Golden Smithies Lane,
Wath upon Dearne, Rotherham, S63 7ER – UK



NYMNP
04/03/2019

ENGIE Regeneration Ltd

PURCHASE ORDER



SUPPLIER CODE: STR009

P/O NO. PORDR053560

ORDER TO:
Street Furniture Direct Ltd
Auckland Street
Burslem
Stoke on Trent, ST6 2AY
Great Britain

Page 1
Deliver To:
Keepmoat Regeneration
Site Compound
Baxtons Sprunt
Helmsley
York YO62 5HT

Order Date: 24/01/19

Buyer Name: CAROLYN.WEBSTER
Contract No: JR001449

DELIVERY DATE:

PLEASE QUOTE THE ORDER NO EXACTLY AS IT APPEARS ABOVE ON YOUR INVOICE TO ENSURE PAYMENT

Supplier Code	Engie Product Code	Description	Qty.	UOM	Nett £	Total
	LAN000001	STAINLESS STEEL SHEFFIELD D HOOP CYCLE STANDS WITH A BASE PLATE FOR FIXING 750 X 750MM	4	EACH	75.00	300.00
		SITE TO CALL OFF WHEN REQUIRED *2 DAYS LEAD TIME*				
		ONLY PRODUCTS ON THIS ORDER ARE TO BE SUPPLIED. INVOICES WILL BE REJECTED FOR PRODUCTS SUPPLIED WHICH ARE NOT ON THIS ORDER.				
					Total (£)	300.00

DELIVERIES TO BE BETWEEN 9.30AM AND 2.00PM UNLESS OTHERWISE AGREED WITH THE SITE MANAGER
PLEASE NOTE THERE IS AN OVERHEAD CABLE OVER THE HAUL ROAD WITH SAFE ACCESS HEIGHT OF 4.1M

PLEASE DIRECT ALL INVOICES AND CORRESPONDENCE TO:

ENGIE Regeneration Ltd
Callflex Business Park
Golden Smithies Lane
Wath upon Deame
Yorkshire S63 7ER

SUPPLY THE MATERIAL/EQUIPMENT/GOODS TO THE REQUIRED SPECIFICATION AS SET OUT ABOVE. THIS ORDER IS PLACED SUBJECT TO OUR TERMS AND CONDITIONS. YOUR QUOTATION IF ANY IS TAKEN ONLY AS A BASIS FOR PRICING.

PLEASE FORWARD SAFETY AND COSHH DATA SHEETS RELEVANT TO THIS ORDER AND ANY RELEVANT CERTIFICATION. TIME OF DELIVERY IS OF THE ESSENCE TO THE CONTRACT (SEE CLAUSE 3 OF OUR T AND C'S).
THE ABOVE ORDER EXCLUDES VAT.

Signed:

ENGIE Regeneration Ltd

PURCHASE ORDER



SUPPLIER CODE: STR009

P/O NO. PORDR053560

Page 2

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Deliver To:

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Site Compound
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Order Date: 24/01/19

Buyer Name: CAROLYN.WEBSTER

DELIVERY DATE:

Contract No: JR001449

PLEASE QUOTE THE ORDER NO EXACTLY AS IT APPEARS ABOVE ON YOUR INVOICE TO ENSURE PAYMENT

PLEASE CALL PRIOR TO DELIVERY -

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ENGIE Regeneration Ltd
Callflex Business Park
Golden Smithies Lane
Wath upon Deame
Yorkshire S63 7ER

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THE ABOVE ORDER EXCLUDES VAT.

Signed:

ENGIE REGENERATION LIMITED T/A ENGIE STANDARD TERMS AND CONDITIONS FOR PURCHASE

1. DEFINITIONS

In this Contract, except insofar as the context otherwise requires, the following expressions have the meanings hereby assigned to them respectively, that is to say:

"Anti-Slavery Policy" means the Company's document entitled "Modern Slavery – September 2016 Version 1" provided by the Company to the Supplier;

"Company" means ENGIE Regeneration Limited or a ENGIE Regeneration Limited subsidiary company namely ENGIE Regeneration (Bramall) Limited or ENGIE Regeneration (FHM) Limited or ENGIE Regeneration (Apollo) Limited, ENGIE in Partnership Limited or ENGIE Property Services Limited or ENGIE Leeds PFI Limited;

"Conditions" means these terms and conditions of purchase;

"Contract" means the agreement reached on the terms of the Order and the Supplier's acceptance of the Order;

"Contract Sum" means the contract price specified in the Order or as varied pursuant to the terms of the Contract;

"Goods" means the goods described in the Order;

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Order" means the Company's written instruction to the Supplier to purchase the Goods incorporating these terms and conditions and any other documents expressly incorporated (if any); and

"Supplier" means the person named in the Order.

"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory holiday.

2. THE CONTRACT

The Contract incorporates these Conditions together with terms set out or referred to in the documents listed in the Order. Unless other conditions are expressly accepted by the Company by means of a written amendment to these Conditions and referring specifically to the Conditions to be amended, the terms of this Contract shall be to the exclusion of any other conditions whether or not the same are endorsed upon, delivered with or referred to in any offer, quotation, tender or other document. The Supplier's execution and return of the acknowledgement of the Order, or the commencement of the delivery of the Goods constitutes the Supplier's acceptance of the Order subject to these Conditions.

3. DELIVERY

3.1 The Supplier shall deliver the Goods at the date, time and place specified on the relevant Order and time for delivery of the Contract is of the essence. If Goods are incorrectly delivered the Supplier is liable for any additional expense incurred by either party in handling and delivering the Goods at the correct date, time and place.

3.2 Where the date for delivery of the Goods is to be specified after placing of the Order, the Supplier shall give the Company reasonable notice of the specified date.

3.3 The Company reserves the right (without prejudice to any other rights the Company may have) to:

3.3.1 reject Goods not delivered on time;

3.3.2 cancel any Contract of which such Goods are the subject;

3.3.3 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make

3.3.4 return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use; and/or

3.3.5 reject Goods which are not delivered in accordance with the on-site Health and Safety requirements of the Company. This shall include the wearing of Personal Protective Equipment (PPE) by the Supplier's employees / or persons acting on behalf of the Supplier.

3.4 Without prejudice to any other right or remedy the Company may have under the Contract, if the Supplier:

3.4.1 delivers less than 95 per cent of the quantity of Goods ordered, the Company may reject the Goods; or

3.4.2 delivers more than 105 per cent of the quantity of Goods ordered, the Company 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 Company accepts delivery, a pro rata adjustment shall be made to the invoice for the Goods.

3.5 The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods may be delivered by instalments, they may be invoiced and paid for separately. However, failure to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Company to the remedies set out at clause 3.3.

3.6 Unless otherwise agreed in writing by the Company, the Supplier shall unload the Goods immediately on their arrival at the place specified for delivery on the relevant Order.

3.7 A delivery note quoting the Order number and the Supplier's name and quantity and description of the Goods must accompany each delivery of Goods and it must be displayed prominently. It is the Supplier's sole responsibility to ensure the delivery note is signed by an authorised signatory of the Company.

4. ACCEPTANCE OF GOODS

4.1 The Supplier will grant the Company and its authorised representatives, agents or customers access to its premises (or the premises of any permitted subcontractor) for the purpose of inspecting or testing the Goods at any reasonable time. Such inspection does not relieve the Supplier of any liability or imply that the Company has accepted the Goods. The Company may require the Supplier to furnish progress reports relating to the manufacture of the Goods being supplied by the Supplier.

4.2 If the Goods or any part of them (whether or not inspected or tested by the Company) do not comply with the requirements of the relevant Contract, the Company may elect to:

4.2.1 repair such Goods at the Supplier's expense; or

4.2.2 reject such Goods by giving the Supplier notice of such rejection and returning the rejected Goods to the Supplier at the Supplier's risk and expense.

4.3 If the Company rejects any Goods, the Supplier will replace them with Goods which are in all respects in accordance with the Contract. If the Supplier fails to replace such rejected Goods within seven Working Days, the Company may, at its option and without prejudice to any other remedies it may have:

4.3.1 request a refund from the Supplier of any money paid in respect of such rejected Goods; or

4.3.2 purchase replacement goods or services from an alternative source at the Supplier's cost.

4.4 The Company shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

5. RISK AND TITLE

5.1 Risk for and title to Goods pass to the Company on delivery, without prejudice to any right of rejection which may accrue to the Company under these Conditions or otherwise, unless payment is made prior to delivery when title shall pass to the Company once payment for the Goods has been made but risk shall not pass until the date of actual delivery.

5.2 If the Supplier postpones delivery for any reasons, title to the Goods will pass to the Company on the date on which such Goods should have been delivered but risk will not pass until the date of actual delivery.

6. PRICE AND PAYMENT

6.1 The price for each of the Goods is the sums stated in the Order which will include all costs, both direct and indirect, of supplying the Goods, except that where the Goods are subject to VAT, the amount legally due will be specified as a separate item on the account.

6.2 The Supplier shall be paid in accordance with the provisions of this Order.

6.3 If the Company places an Order on a "price to be agreed" basis, the Supplier will obtain the Company's confirmation before invoicing the Company for such Goods.

6.4 The Company will pay only for the Goods specified in the Order.

6.5 The Supplier shall be entitled to raise an invoice relating to an Order on or at any time after delivery of the Goods.

6.6 Unless otherwise agreed by the Company and the Supplier, if the Goods have been accepted by the Company in accordance with the Contract, the Company shall make all payments due to the Supplier under such Contract within 65 days after the last day of the month in which the Company receives the relevant invoice.

6.7 The Company reserves the right to delay payment (but without forfeiting any prompt payment discount) if the Supplier fails to:

6.7.1 send a separate advice note signed by an authorised representative of the Company and invoice on the date of despatch for each delivery of Goods; or

6.7.2 mark the Order number clearly on each consignment package, packing notes, invoices and any other relevant correspondence.

6.8 If the Company fails to pay any amount properly due and payable by it under a Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2 per cent per annum above the base rate for the time being of Bank of England's base rate accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Company disputes in good faith.

6.9 The Company may offset any amount owing to it from the Supplier against any amount owed to the Supplier by the Company.

7. INTELLECTUAL PROPERTY RIGHTS

If the Supplier or its employees or agents design the Goods pursuant to a commission from the Company (whether to fulfil an Order or otherwise), any Intellectual Property Rights created in relation to such Goods shall vest in the Company and the Supplier shall do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this condition 7.

8. WARRANTY AND LIABILITY

8.1 The Supplier warrants that:

8.1.1 the Goods will conform to the specifications referred to in the Order as to quantity, quality and description and any other specifications, requirements or instructions made known to the Supplier;

8.1.2 the Goods will be of satisfactory quality, fit for purpose, of good materials and workmanship and remain free from defects for a reasonable time (and in any event no less than 24 months) after delivery;

8.1.3 the design, construction, labelling, handling, delivery and quality of the Goods will comply with any relevant statutory rules or regulations in force at the time of delivery, including UK safety standards and British Standards;

8.1.4 any timber supplied as part of the Contract is FSC Certified (or from other recognised sustainable sources as agreed) and where relevant all delivery notes provided are supplied with certification to confirm that the timber is FSC certified and that all documentation shall comply with the FSC requirement to demonstrate Chain of Custody;

8.1.5 it shall comply with the Company's current Environmental Policy insofar as it has been provided to the Supplier.

8.2 The Supplier will pass on to the Company the benefit of any additional warranties and/or product guarantees secured from the Supplier's suppliers.

8.3 The Supplier will immediately, at its own cost, repair or replace any defective Goods notified by the Company to the Supplier within 24 months (or any longer period expressly agreed) from the date of the Company's receipt of the Goods or installation and commissioning.

8.4 The Supplier is liable for damage to or loss of the Company's property arising from the performance or non-performance of the Supplier's obligations under any Contract.

8.5 The Supplier will indemnify the Company, its agents, employees, subsidiaries, associated companies and assigns in respect of all loss, liability and cost directly or indirectly arising from:

8.5.1 any alleged or actual infringement of any intellectual property right owned by a third party resulting from the purchase, use or resale by the Company, its agents, employees, subsidiaries, associated companies, customers and assigns of the whole or any part of the Goods; and/or

8.5.2 any act or omission in the performance or non-performance of or in connection with the obligations undertaken by the Supplier pursuant to a Contract, whether due to the negligence of the Supplier, its agents, employees or sub-contractors or otherwise, including, without limitation, any loss, liability or cost arising from an injury to a person but excluding any loss, liability or cost arising directly from the Company's negligence.

8.6 The rights and remedies of the Company provided in these Conditions are cumulative and are not exclusive of any rights or remedies provided at law or in equity.

9. INSURANCE

9.1 The Supplier will at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities under any Contract and in respect of the Goods including, without limitation against all the Supplier's liabilities under condition 8.

9.2 The Supplier will provide all facilities, assistance and advice requested by the Company or the Company's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance or non-performance of a Contract.

10. TERMINATION

10.1 The Company may cancel the whole or any part of a Contract at any time by written notice to the Supplier at will by giving the Supplier seven days' notice in writing or in circumstances where:

10.1.1 the Supplier breaches any obligation under a Contract; or

10.1.2 the Supplier is acquired by or merges with any third party; or

10.1.3	a meeting is convened, a petition presented, an order made, an effective resolution passed, or notice is given for the Supplier's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or	19.2	No variation or alteration of any of the provisions of a Contract or these Conditions shall be effective unless it is in writing and signed by or on behalf of each party.
10.1.4	an application is made for, or any meeting of the Supplier's directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed; or	19.3	For the purposes of this Contract any act, direction or requirement of any associated company of the Company in connection with the delivery of the Goods shall be considered in relation to the Contract as an act, direction or requirement.
10.1.5	an incumbrancer takes possession, or a receiver or manager or administrative receiver is appointed, of the whole or any part of the Supplier's assets; or	19.4	Any clause which expressly or by implication is intended to have effect after termination or expiry of the contract shall continue in full force and effect after termination or expiry, including without limitation clauses 7, 8, 10 and 14.
10.1.6	the Supplier ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or	19.5	Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
10.1.7	a proposal is made for a composition in satisfaction of the Supplier's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of part 1 of the Insolvency Act 1986; or	19.6	Failure by the Company to enforce any of the terms of this Contract will not be construed as a waiver of its rights hereunder.
10.1.8	suffers an event analogous to one or more of those referred to at clauses 10.1.3 to 10.1.7 above in any jurisdiction.	19.7	In the event of any conflict between these terms and conditions and any other conditions then these terms and conditions will prevail to the exclusion of all others.
10.2	Where part of a Contract is terminated under clause 10.1, the Contract shall continue in respect of the remaining Goods.	20.	ANTI BRIBERY
10.3	If the employment of the Supplier is terminated then the Supplier will pay or allow to the Company any loss or damage suffered or incurred by the Company as a result of termination pursuant to clauses 10.1.1 to 10.1.8;	20.1	The Supplier shall:
10.4	All damages, costs, expenses, liabilities and losses incurred by the Company or to which the Company becomes entitled as a result of termination of this Contract pursuant to clauses 10.1.1 to 10.1.8 or of any breach of this Contract whether or not resulting in a termination of the Contract shall be ascertained by and be a debt due to the Company and the Company shall be entitled to recover from the Supplier, and the Supplier shall pay to the Company on demand all costs, claims, expenses, damages, liabilities and losses suffered or incurred by any associated company of the Company arising directly or indirectly out of any breach by the Supplier of any of the Conditions or the termination of the employment of the Supplier under clause 10.1.	20.1.1	comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
10.5	If the employment of the Supplier is terminated by the Company at will on giving seven days' notice in writing, the Company shall reimburse the Supplier for any goods delivered to the Company during that seven day period or which have already been ordered. No other orders or deliveries will be paid for by the Company.	20.1.2	not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
10.6	In the event of termination of the Contract either at will or pursuant to clauses 10.1.1 to 10.1.8 the Company shall have no liability whatsoever to the Supplier for loss of profit, consequential losses, loss of contracts or other costs, losses and/or expenses arising out of or in connection with any such termination.	20.1.3	comply with the Company's ethics, anti-bribery and anti-corruption policies as the Company may update them from time to time (the "Relevant Policies");
11.	PACKAGING	20.1.4	have and shall maintain in place throughout the term of each Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 20.2, and will enforce them where appropriate;
11.1	The Supplier will, at its own cost, package and label the Goods in a manner suitable for protection against damage in transit and storage in accordance with the Company's instructions as set out in the relevant Contract.	20.1.5	promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of a Contract;
11.2	The Company accepts no liability for packaging materials unless expressly agreed in advance.	20.1.6	immediately notify the Company (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract); and
12.	LICENCES AND CONSENTS	20.1.7	within one (1) month of the date of the Contract, and every six (6) months thereafter throughout the term of the Contract, certify to the Company in writing signed by an officer of the Supplier, compliance with this condition 20 by the Supplier and all persons associated with it under clause 20.2. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.
	If a licence or consent of any government or other authority is required for the supply or carriage of the Goods, the Supplier will obtain such licence or consent at its own expense and produce evidence of it to the Company on demand.	20.2	The Supplier shall ensure that any person associated with the Supplier who is performing works or services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed by the Contract in this condition 20 (the "Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.
13.	LAW	20.3	For the purpose of this condition 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this condition 20 a person associated with the Supplier includes but is not limited to the Supplier's employees, agents and all persons engaged in the performance of the Contract or any part of them.
	This Contract will be interpreted and operated in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.	21.	MODERN SLAVERY
14.	CONFIDENTIALITY AND SPECIFICATIONS	21.1	The Supplier shall comply with:
14.1	The Supplier shall treat all product, customer or business information, drawings, designs and specifications submitted to it by the Company as confidential and shall not disclose it to any third party without the Company's prior written consent or use it for any purpose except where authorised to do so by the Company.	21.1.1	all applicable laws, statutes, regulations, and codes relating to the use of child labour, forced labour, the exploitation of vulnerable people, slavery and human trafficking ("slavery and human trafficking") including but not limited to the Modern Slavery Act 2015; and
14.2	Condition 14.1 does not apply to information which:	21.1.2	the Anti-Slavery Policy.
14.2.1	is at the date of disclosure or becomes at any time after that date publicly known other than by the Supplier's breach of this Condition;	21.2	The Supplier undertakes, warrants and represents that neither it nor any of its officers, or employees has:
14.2.2	can be shown by the Supplier to the Company's satisfaction to have been known by the Supplier before disclosure by the Company to the Supplier;	21.2.1	been convicted of any offence involving slavery and human trafficking;
14.2.3	is or becomes available to the Supplier otherwise than from the Company and free of any restrictions as to its use or disclosure; and	21.2.2	been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
14.2.4	is required to be disclosed by law.	21.3	The Supplier shall use reasonable endeavours to implement due diligence procedures for its own supply chain to ensure that there is no slavery or human trafficking in its supply chains.
15.	ASSIGNMENT	21.4	The Supplier shall notify the Company as soon as it becomes aware of:
15.1	The Supplier may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, a Contract without the prior written consent of the Company (which consent shall not be unreasonably withheld or delayed).	21.4.1	any breach, or potential breach and/or failure, or potential failure to comply with clause 21.1.1;
15.2	The Supplier may not subcontract the performance of the whole or any part of a Contract without the prior written consent of the Company. Where the Company consents to the Supplier sub-contracting, the Supplier shall only sub-contract to relevant and qualified sub-contractors and the Supplier shall remain responsible for the acts and omissions of such sub-contractors as if they were acts or omissions of the Supplier.	21.4.2	any breach, or potential breach, of the Anti-Slavery Policy; or
16.	NOTICES	21.4.3	any actual or suspected slavery or human trafficking within its supply chains.
	Any notice given by one party to the other in connection with a Contract must be in writing and may be delivered personally or by pre-paid first class post and in the case of post will be deemed to have been given two working days after the date of posting. Notices shall be delivered or sent to the last known addresses of the parties or to any other address notified in writing by one party to the other for the purpose of receiving notices in connection with a Contract. Each party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed.	21.5	The Supplier shall:
17.	SEVERANCE	21.5.1	maintain a complete set of records to trace the supply chain of all equipment, materials and services provided to the Supplier in connection with the Contract;
17.1	If any of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Conditions which shall remain in full force and effect.	21.5.2	implement a system of training for its employees to ensure compliance with the Anti-Slavery Policy;
17.2	If any of these Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.	21.5.3	keep a record of all training offered and completed by its employees to ensure compliance with the Anti-Slavery Policy and shall make a copy of the record available to the Company on request;
18.	THIRD PARTIES	21.5.4	permit the Company and its third party representatives, on reasonable notice during normal business hours, but without notice if there are reasonable grounds to suspect an instance of slavery and human trafficking to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier's personnel and more generally to audit the Supplier's compliance with its obligations under this condition 21. The Supplier shall provide all necessary assistance to the conduct of such audits during the term of the Contract.
	A person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.	21.5.5	respond to all requests for information required by the Company for the purposes of completing the Company's annual anti-slavery and human trafficking statement as required by the Modern Slavery Act 2015.
19.	GENERAL	21.5.6	indemnify the Company against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Company as a result of any breach of the Anti-Slavery Policy by the Supplier or its supply chain.
19.1	The rights and remedies provided by any Contract may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by the Company shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of a Contract or of a default under a Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of such Contract.		



