

TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES (THESE "TERMS AND CONDITIONS")

1 Status of these Terms and Conditions

- 1.1 Acceptance of a purchase order issued by the Customer ("Purchase Order") constitutes acceptance of these Terms and Conditions.
- 1.2 If a contract reference is contained in the Purchase Order and/or the Supplier has entered into a contract with the Customer to which the Purchase Order applies, then the terms and conditions of that contract shall apply to the Purchase Order. In case of conflict the terms of that relevant contract shall take precedence.
- 1.3 If a contract reference is not contained in the Purchase Order and/or the Supplier has not entered into a contract with the Customer to which the Purchase Order applies, these Terms and Conditions shall apply to the Purchase Order. These Terms and Conditions will override and take the place of any other terms and conditions contained in any document or other communication used by the Supplier including without limitation, any supply terms ordinarily used by the Supplier.
- 1.4 Nothing in these Terms and Conditions shall prejudice any conditions or warranty (expressly or implied) or rights of remedy to which the Customer is entitled in relation to the goods, materials, articles or services that the Supplier is required to supply under the Purchase Order (respectively, the "Goods" and the "Services") by virtue of statute or common law.
- 1.5 Any dispute over the interpretation of the Purchase Order and these Terms and Conditions shall be resolved by an authorised representative of the Customer

2 Delivery

- 2.1 The Supplier shall deliver all Goods and Services, as the case may be, to the location specified for delivery (the "Location") and in accordance with any delivery instructions or specifications agreed by the parties in writing. Delivery shall be completed in respect of the Goods, when the Goods have been unloaded at the Location and such delivery has been accepted in writing by a duly authorised agent, employee or representative of the Customer.
- 2.2 If the Goods or Services (or any part thereof) are not delivered in accordance with these Terms and Conditions, the Supplier shall be responsible for all additional expenses and charges incurred in delivering them in accordance with these Terms and Conditions or as subsequently advised in writing by the Customer.
- 2.3 The quantity specified in the Purchase Order may not be changed without the Customer's prior written consent. In respect of a delivery of Goods, part deliveries may be rejected unless the Customer has previously agreed in writing to accept such deliveries. Quantities delivered in excess of those stated in the Purchase Order or prior to the delivery date may not be accepted.
- 2.4 Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining all export and import licences, consents and permits for any Goods and shall be responsible for any delays due to such licences, consents and permits not being available when required.
- 2.5 Unless agreed in writing by the parties, the Supplier shall provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of any Services.
- 2.6 Where the Customer agrees in writing to accept delivery by instalments or in stages these Terms and Conditions will be construed as a single contract in respect of each instalment or stage, as the case may be. Failure by the Supplier to deliver any one instalment shall allow the Customer at its option to treat the Purchase Order in its entirety as repudiated depending upon the circumstances of the non-delivery, such option not to be unreasonably invoked.
- 2.7 The Supplier shall immediately notify the Customer of any likely delay in delivery, dispatch, provision or completion of the Goods and/or Services and, without prejudice to any other right, the Customer shall be entitled to cancel the Purchase Order if such apprehended delay is likely to jeopardise the purpose of the order.
- 2.8 The Supplier shall provide information relating to the performance of the Services and/or any deliverables in a format, medium and at times specified by the Customer. At all times in the performance of the Services, the Supplier will co-operate fully with any other service suppliers appointed by the Customer in connection with the provision of other services at the Location.

3 Time

- 3.1 The time of delivery shall be as stated on the Purchase Order (or as otherwise agreed in writing by the parties) and if no time for delivery is expressly agreed then delivery shall be made within 14 days of receipt of the Purchase Order (the "Delivery Time").
- 3.2 Time shall be of the essence and without prejudice to any other right or remedy of the Customer. Three consecutive failures to deliver at the Delivery Time shall entitle the Customer to cancel the Purchase Order and recover costs in accordance with Condition 18.

4 Property and Risk

- 4.1 The property in any Goods stated in a Purchase Order shall pass to the Customer when such Goods have been delivered to the Customer's satisfaction and in accordance with Conditions 2 and 3.
- 4.2 Any tools, patterns, materials, drawings, specifications and/or other data provided by the Customer to the Supplier in connection with the Purchase Order are to be used by the Supplier solely for the purpose of completing the Purchase Order and will at all times be at the Supplier's risk. Such tools, patterns, materials, drawings, specifications and/or other data remain the property of the Customer and shall be delivered up to the Customer immediately on request.
- 4.3 Any products, machinery or tools which the Supplier may construct or acquire specifically in connection with the Goods or Services will remain the property of the Supplier unless it is agreed in writing that the property of such products, machinery or tools will be transferred to the Customer upon payment by the Customer of a charge.

5 Contract Price and Terms of Payment

- 5.1 In consideration of the Customer complying with this Condition in respect of a Purchase Order, the Supplier will provide the Customer with the Goods and / or Services the subject of the same Purchase Order.
- 5.2 The Customer shall pay the price agreed in writing between the Supplier and the Customer, exclusive of VAT (the "Contract Price") to the Supplier, by BACS (Bank Automated Clearing System) if the Customer so chooses, within 30 days of receipt of a valid invoice.
- 5.3 An Invoice shall not be rendered by the Supplier until completion of delivery of all of the Goods which are the subject of the Purchase Order. Where the parties agree delivery by instalments, the Supplier may render an invoice for each delivered instalment. Unless otherwise

- 5.4 agreed between the parties in writing the Supplier shall be entitled to render an invoice within 15 days of the end of each calendar month in which the Services were provided. The invoice must consist of the following data so that the invoice can be processed promptly: a) Invoice Date/Tax point b) Supplier Name and Address c) Supplier Bank Details d) Item Description e) Vendor Part Number f) Item Quantity g) Item Net Amount h) VAT i) Gross Amount j) PO Number k) Cost Centre (If applicable for non-PO invoices) l) VAT Registration Number (if applicable) m) Alternative payee details (if applicable) and all invoices should be sent to Finance Department, Dorset Police Headquarters, Winfrith, Dorchester, Dorset, DT2 8DZ or e-procurement@dorset.pnn.police.uk.
- 5.5 The Customer shall be entitled to deduct from any monies due or to become due to the Supplier any monies owing to the Customer from the Supplier.
- 5.6 The Customer shall not be responsible for the payment of any charges in relation to (i) goods and/or services supplied without a Purchase Order (ii) goods or services supplied in excess of the Goods and/or Services required by the Purchase Order; or (iii) any variation of the Purchase Order, unless agreed to in writing pursuant to a further Purchase Order.

6 Forms

- 6.1 Unless otherwise agreed in writing by the Customer and the Supplier:
 - 6.1.1 a delivery note must accompany each delivery of any Goods;
 - 6.1.2 an invoice must be rendered on the Supplier's own invoice form and delivered/e-mailed to the invoice address shown on the Purchase Order; and
 - 6.1.3 all delivery notes and invoices must be clearly marked with the Customer order number, the name and address of the Customer, a description and quantity of the Goods and/or Services and show separately any additional charge for containers and/or any other item not included in the Contract Price or, where no charge is made, whether the containers are required to be returned.
- 6.2 The Customer will not, unless it has agreed in writing to do so, accept liability in respect of any invoice or delivery note which does not comply with Condition 6.1 or which is not received by the Customer at the invoice address shown on the Purchase Order.

7 Packaging

- 7.1 Packaging must comply with all relevant legislative requirements, including those pertaining to environmental, occupational health and safety standards.
- 7.2 Any Goods shall be securely packed in trade packages of a type normally used by the Supplier for commercial deliveries of the same or similar goods either in retail or in bulk quantities within the United Kingdom. The Customer is not liable, unless otherwise agreed in writing, for any packaging (or the return of any packaging). Pallets must be to Euro size.
- 7.3 In respect of Goods, the following details shall be shown on the outside of every package unless otherwise specified in the Purchase Order:
 - 7.3.1 a description of the Goods which shall include, without limitation, the weight of the Goods where available and the Customer order number;
 - 7.3.2 the quantity in the package where available;
 - 7.3.3 any special directions for storage;
 - 7.3.4 the expiry date of the contents where available;
 - 7.3.5 the batch number; and
 - 7.3.6 the name of the manufacturer of the Goods and of the Supplier.
- 7.4 The Supplier shall collect without charge any returnable containers (including pallets) within 21 days of delivery unless otherwise instructed by the Customer. Empty containers not so removed may be returned by the Customer at the Supplier's expense or otherwise disposed of at the Customer discretion.

8 Quality

- 8.1 The Goods and/or Services shall be supplied strictly in accordance with the specification and/or any sample previously provided to the Customer or as agreed with the Customer in writing and, unless otherwise agreed in writing, shall conform to all relevant standards, specifications and conditions. Any Goods must be supplied with adequate instructions as to use and use-by date, be fit for the purpose for which they are intended, of satisfactory quality, and free from defects in design, material and workmanship. The Supplier shall, in providing any Services exercise that degree of speed, care, skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to these Terms and Conditions and which are in accordance with any codes of practice published by relevant trade associations.
- 8.2 The Supplier will indemnify and keep indemnified the Customer against any damage to its property (including any materials, tools or patterns sent to the Supplier for any purpose) and against any claims for loss, expense or injury to or of any person or to the property of any person which results during or after proper use, directly or indirectly, from defective materials, Goods, Services, workmanship or design used or supplied by the Supplier or by reason of the Supplier's negligence or for any act or omission on the part of the Supplier's employees, sub-contractors, assignees, representatives or agents arising out of the execution of the Purchase Order.
- 8.3 The Supplier agrees to assign to the Customer upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of any Goods or Services or any part thereof.
- 8.4 The Customer rights under these Terms and Conditions are in addition to the statutory conditions, warranties and terms implied in favour of the Customer by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, related statutes and any statutory re-enactment(s) or modification(s) thereof.
- 8.5 The Customer (or a duly appointed representative or agent of the Customer) shall be entitled to inspect and/or test any Goods and/or conduct an audit of the Supplier's operations, facilities and policies to ensure such comply with all quality, health and safety, employment and environmental regulations at any reasonable time at the Supplier's premises or at the premises of any of its sub-contractors or assignees. If so requested by the Customer, the Supplier will provide adequate notice of its works tests which the Customer shall be entitled to attend. The Supplier will provide the Customer with such test certificates as it may reasonably require. Any such inspections do not relieve the Supplier of any liability nor do they imply acceptance of any Goods.
- 8.6 The Customer shall ascertain from time to time or as specified in the Purchase Order whether the Supplier's provision of the Goods or Services, as the case may be, meets the performance criteria specified in the specification or, if criteria are not so specified, meets the standards of a professional supplier of the Goods or Services, as the case may be and if not, the Supplier shall, at the request of the Customer, undertake the relevant actions to meet such performance criteria.

9 Rejection

- 9.1 In the case of Goods or Services found to be defective or inferior in quality to or differing in form or material from the specification, or not complying with any term, whether expressed or implied of these Terms and Conditions (the "Defective Goods or Services"), the Customer may, at its discretion:
- 9.1.1 cancel the Purchase Order;
 - 9.1.2 require the Supplier, as soon as reasonably practicable, either to repair or replace the Defective Goods or Services at the Location (at the Supplier's cost), or refund to the Customer the Contract Price in respect of the Defective Goods or Services. Any repairs, replacements or refunds shall themselves be subject to these Terms and Conditions;
 - 9.1.3 in the case of defective delivery, require the Supplier to promptly reimburse the Customer in respect of any cost including but not limited to freight, clearance, duty and storage charges incurred by the Customer; and/or
 - 9.1.4 purchase goods or services of the same or similar description to the Goods or Services elsewhere and recover from the Supplier the amount by which the cost of purchasing such other goods or services exceeds the amount that would have been payable to the Supplier in respect of the Goods or Services replaced, provided that the Customer uses all reasonable endeavours to mitigate its losses in this respect.
- 9.2 In the event of a rejection or cancellation of the Purchase Order as a result of Defective Goods or Services the Customer shall notify the Supplier in writing, and the payment obligation in relation to any such Defective Goods or Services shall be terminated forthwith. For the avoidance of doubt, if payment has already been made to the Supplier the Supplier shall refund all sums paid by the Customer to the Supplier for the rejected goods and/or services.
- 9.3 The whole of any delivery may be rejected if a reasonable sample of any Goods taken indiscriminately from that delivery is found not to conform in every material respect to the requirements of these Terms and Conditions.
- 9.4 The Customer right of rejection shall continue irrespective of whether the Customer has in law accepted the Goods and/or Services.
- 9.5 Any Goods so rejected after delivery shall be removed by the Supplier at its own expense within 14 days from the date of notification of rejection. If the Supplier fails to remove them within such period the Customer may return any rejected Goods at the Supplier's risk and expense and charge the Supplier for the cost of storage from the date of rejection.
- 9.6 Without prejudice to any other rights or remedies of the Customer under these Terms and Conditions if within 12 months of delivery any defects of design workmanship or materials develop in the Goods on the Customer's written request the Supplier shall at its own expense either replace the Goods in which such defects have developed with Goods that are free from defects or make good such defects as may be agreed between the parties in writing.

10 Employment

- 10.1 In performing any Services, the Supplier shall operate as, and have the status of, an independent contractor and shall not (and neither shall any of its employees, agents, representatives or sub-contractors) operate or have the status of agent, employee or representative of the Customer.
- 10.2 The Supplier undertakes to comply with and to ensure that all its employees, agents, representatives and sub-contractors ("Personnel") comply with all relevant legislation, regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental agency, safety and security standards and site procedures and codes of the Customer; any reasonable instructions and guidelines issued by the Customer from time to time; and the Customer requirements in relation to security and background checks.
- 10.3 The Supplier undertakes to ensure that all of the Personnel will be appropriately qualified and experienced to undertake their tasks and will use professional skill and care of the highest standards applicable in the relevant industry in the provision of any Services which will be supplied in a professional and competent manner and will be fully supervised at all times.
- 10.4 The Supplier shall at the reasonable request of the Customer immediately (and without any compensation being payable to the Supplier) replace any of its Personnel with another employee of no less status, knowledge or experience and approved by the Customer.

11 Intellectual Property Rights

- 11.1 The Supplier shall, at its expense, defend any actions arising from infringements or alleged infringements of its rights in or to exploit or to licence any right or interest of any kind arising out of or granted or created in respect of any and all patents, trade marks, service marks, domain names, registered designs, inventions, know-how, confidential information, unregistered trade marks and service marks, trade and business names, unregistered design rights and other rights in designs and rights in databases, subsisting anywhere in the world or rights of the same or similar effect or nature as or to those above, in each case, in any jurisdiction ("Intellectual Property Rights") in connection with the Goods and/or Services and the Supplier undertakes to indemnify and keep indemnified the Customer against any costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any process, article, matter or thing supplied under these Terms and Conditions that would constitute or is alleged to constitute any infringement of any person's Intellectual Property Rights.
- 11.2 The Customer retains Intellectual Property Rights in, and ownership of all materials, plans, drawings, specifications, patterns and/or designs provided by the Customer to the Supplier, and they shall be returned to the Customer at its request at any time.
- 11.3 Where Goods and/or Services are made to the specification, model, or plans, the Intellectual Property Rights in the Goods and/or Services, in so far as they relate to the specification, model, or plans, and any improvements or developments thereof shall be the absolute property of the Customer, and the Supplier will assign all such Intellectual Property Rights to the Customer when such assignment is necessary.

12 Confidentiality, Publicity and Freedom of Information

- 12.1 In respect of any confidential information it may receive from the other party, each party undertakes to keep secret and strictly confidential and not disclose any such confidential information to any third party, without the prior written consent of the party disclosing it.
- 12.2 Neither party shall without the prior written consent of the other disclose, copy, publicise or publish, the existence of these Terms and Conditions or any information related to these Terms and Conditions including, but not limited to, the name of the Customer, any Goods or Services or the place of delivery or performance.
- 12.3 The Supplier shall take all reasonable steps, by display of notices or by other appropriate means, to ensure that all persons involved with the supply of Goods and/or Services pursuant to these Terms and Conditions have notice that the provisions of the Official Secrets Acts 1911 to 1989 apply to them and will continue so to apply after the expiry or earlier cancellation of the Purchase Order. If and when requested by the Customer, the Supplier shall procure from each person identified by the request, a signed statement that he understands that the Official Secrets

Acts 1911 to 1989 applies to him both during the carrying out and after expiry or cancellation of the Purchase Order.

- 12.4 Neither the name, logo or style of "Dorset Police", nor any Intellectual Property associated therewith nor any photograph or drawing depicting any officer of the Dorset Police Force shall be included in any published material without the written consent of the Customer.
- 12.5 The Supplier shall assist and co-operate with the Customer (at the Supplier's expense) to enable the Customer to comply with the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"), including but not limited to transferring any request for information pursuant to such statutes to the Customer within two business days of receipt.
- 12.6 The Supplier acknowledges that the Customer shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA and EIR and may disclose information with or without consulting the Supplier. In no event shall the Supplier respond to a request for information without the prior written consent of the Customer.
- 12.7 The provisions of this Condition shall continue without limit in time.

13 Data Protection

- 13.1 The Supplier shall comply with the Data Protection Act 1998 and any other applicable data protection legislation. Both parties agree to use all reasonable efforts to assist each other to comply with the Data Protection Act 1998.

14 Hazards

- 14.1 The Supplier will provide applicable hazard information such as material safety data sheets and will inform the Customer of all regulations and guidance (statutory or otherwise) which the Supplier knows or believes to be associated with any Goods and/or Services and any combination of any Goods and/or Services with another product.
- 14.2 The Supplier will indemnify the Customer against all liability and loss related to any third party claim which arises from the Supplier's or the Supplier's sub-contractors' actions resulting in the alleged release of any waste, hazardous substance or other pollutant.

15 Computer Hardware/Software

- 15.1 The Supplier warrants that all computer hardware or software supplied by the Supplier to the Customer:
- 15.1.1 is free from defects and/or disabling codes, and has been duly tested to ensure that there are no hidden defects or disabling codes and is subject to recognised and appropriate release procedures including the latest version of a proprietary virus detection software package approved by the Customer, and the Supplier shall procure that corresponding obligations are imposed on its sub-contractors and agents;
 - 15.1.2 has been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme unless otherwise agreed in writing by the Customer; and
 - 15.1.3 will comply and function substantially in accordance with its related user documentation.
- 15.2 The Supplier shall indemnify, keep indemnified and hold the Customer harmless against any and all losses, damages, costs, claims, proceedings, or expenses sustained or incurred directly or indirectly by the Customer as a result of the Supplier's breach of the above warranties.

16 Assignment and Sub-contractors

- 16.1 The Supplier shall not assign the Purchase Order or sub-contract the production or supply of any Goods and/or Services without the prior written consent of the Customer. Where such consent is given, it will be conditional upon such assignee or sub-contractor accepting these Terms and Conditions.

17 Liability and Insurance

- 17.1 The Supplier shall indemnify and keep indemnified the Customer against any liabilities, losses or expenses incurred by the Customer howsoever arising from any breach by the Supplier of any of the Supplier's obligations hereunder or of any statutory duty or from any act omission or negligence of the Supplier or the Supplier's employees, agents or sub-contractors.
- 17.2 The Supplier shall have in force and maintain adequate insurance with a reputable insurance company in respect of its liabilities under these Terms and Conditions (including, but not limited to, employers' liability, public liability, product and for a minimum of £5 million per event and professional indemnity insurance for a minimum of £1million per event). The Supplier agrees that any monies received by the Supplier from the insurance company in full or part settlement of a claim arising out of these Terms and Conditions and paid by or due to the Customer shall be paid immediately to the Customer without offset or counterclaim.
- 17.3 In respect of all third party public and products liability insurance, the Supplier shall procure that all policies will include an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer arising from death or bodily injury or third party property damage and for which the insured is legally liable in the provision of the goods/services or in connection with the Contract
- 17.4 The Supplier shall within 7 days of a written request by the Customer produce all evidence of insurance, together with details of all conditions, warranties, extensions and exclusions.

18 Cancellation

- 18.1 The Customer is entitled to cancel the Purchase Order (or any part of it) immediately by notice to the Supplier and to reimbursement in respect of the Contract Price (or the appropriate part thereof) and all loss and/or expense (which shall include all reasonable costs of the Customer for the time spent by its employees, agents or representatives in cancelling the Purchase Order and making alternative arrangements for the provision of the Goods and/or Services) suffered as a direct or indirect result of:
- 18.1.1 the failure of the Supplier to deliver any Goods or Services in accordance with Conditions 2 and 3;
 - 18.1.2 the circumstances described in Condition 3.2;
 - 18.1.3 the failure of the Supplier to supply the Goods or Services in accordance with Condition 8; or
 - 18.1.4 the circumstances described in Condition 9.
- 18.2 The Purchase Order may be cancelled at any time by the Customer for any reason whatsoever, by giving the Supplier 10 days' notice in writing.
- 18.3 Cancellation shall not relieve either party from any liability or right accrued prior to such cancellation or expiry.

18.4 In the event of any strike, lockout, fire, explosion or accident or of any stoppage of the Supplier's business or work beyond its control which may prevent or hinder the use or delivery of any Goods and/or Services, the payment for such may be suspended or postponed at the Customer's option until the circumstances preventing or hindering the use or delivery of such Goods and/or Services has ceased. If such prevention or hindrance continues for more than 20 days the Customer shall be entitled to cancel the Purchase Order.

19 Consequences of Cancellation

19.1 On cancellation of the Purchase Order, the Supplier shall, not later than 7 days after the Customer request:

- 19.1.1 deliver to the Customer (or as the Customer shall direct) all quantities of any Goods in its possession;
- 19.1.2 return to the Customer all documents and/or materials provided to the Supplier by the Customer; and
- 19.1.3 ensure that all documents and/or materials containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods and/or Services, the manufacture of any Goods, or of a confidential nature, are returned to the Customer or destroyed by the Supplier at the CUSTOMER's option.

20 Law

These Terms and Conditions shall be governed and construed according to English law and the parties hereby submit to the jurisdiction of the English courts.

21 Equality and Diversity

The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Human Rights Act 1998, the Equality Act 2010 and other relevant legislation and any statutory modification or re enactment thereof.

22 Anti-Corruption

22.1 The Supplier shall 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.

22.2 The Supplier shall not engage in any activity practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity practice or conduct had been carried out in the United Kingdom.

22.3 The Supplier or anyone associated with the Supplier (associates shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Contractor includes, but is not limited to, any sub-contractor of the Contractor) shall not offer or give, or agree to give, to any officers or staff or representatives of the Customer any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Customer or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

22.4 Any breach of the Bribery Act 2010 or this Condition shall be a material default upon which the Customer may immediately terminate this contract.

23 Transparency

The Supplier acknowledges that the Customer is subject to the Elected Local Policing Bodies (Specified Information) Order 2011. The Supplier gives consent to the Customer to publish the contents of this contract, information regarding any tender process for this contract, and information regarding amounts paid to the Suppliers under this Contract ("The Contract Information"). The Customer in its absolute discretion may redact all or part of the Contract Information prior to its publication. The Customer shall make the final decision regarding publication and/or redaction of the Contract Information.

24 Contracts (Rights of Third Parties) Act 1999

No person who is not a party to the Purchase Order shall have any right to enforce any of these Terms and Conditions applying to the Purchase Order which expressly or by implication confers a benefit on it without the prior agreement in writing of the parties to the Purchase Order.