

# Purchase Order Terms

This contract is entered into between the Parties named in the Purchase Order. The Parties agree that the terms of this contract shall apply to the sale of Goods or supply of Services only save where there is an existing framework agreement between the Parties. No terms appearing in any quotation, correspondence, acknowledgement of order or other document issued by or put forward at any time by the Vendor shall form any part of this contract.

## Agreed Terms:

### 1 Definitions & interpretations

<b>Expression</b>	<b>Meaning</b>
<b>Best Industry Practice</b>	means the exercise of the highest degree of skill, care and foresight which would be expected from a highly skilled and experienced person at the leading edge of their field engaged in the same type of undertaking under the same or similar circumstances.
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data.
<b>Delivery Address</b>	Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS or such other location identified in the Purchase Order and between the hours of 8:00am – 4:30pm (Monday to Friday).
<b>Deliverables</b>	means all documents, products, reports, specifications and other materials or items of any kind provided or to be provided as part of or in connection with the Services.
<b>DOTAS</b>	means the Disclosure of Tax Avoidance Scheme rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the <i>Finance Act 2004</i> and in secondary legislation made under vires contained in Part 7 of the <i>Finance Act 2004</i> and as extended to National Insurance Contributions by the <i>National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012</i> , SI 2012/1868 made under s.132A Social Security Administration Act 1992.
<b>EIR</b>	the <i>Environmental Information Regulations 2004</i> .
<b>General Anti-Abuse Rule</b>	means: <ol style="list-style-type: none"> <li>a) the legislation in Part 5 of the <i>Finance Act 2013</i>; and</li> <li>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.</li> </ol>
<b>FOIA</b>	the <i>Freedom of Information Act 2000</i> .
<b>Force Majeure Event</b>	any event outside the reasonable control of a Party affecting its ability to perform any of its obligations (other than an obligation of payment) under this Purchase Order.
<b>Goods</b>	the goods to be supplied by the Vendor as specified in the Purchase Order.
<b>Halifax Abuse Principle</b>	means the principle explained in the CJEU Case C-255/02 Halifax and others.

<b>Intellectual Property Rights</b>	means all patents, copyrights, database rights, trademarks, service marks, inventions, domain names, database rights, utility models and design rights (whether registered or not and all applications for any of the foregoing) and all rights of confidence in the know how whensoever and howsoever arising for the full term thereof and all renewals and extensions thereof.
<b>Liabilities</b>	all liabilities, losses, sanctions, proceedings, demands, claims, damages, redundancy payments, payments in lieu of notice, amounts agreed upon in settlement, costs and expenses (including all legal and other professional fees, expenses and disbursements).
<b>Occasion of Tax Non-Compliance</b>	<ul style="list-style-type: none"> <li>a) any tax return of the Vendor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Vendor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Vendor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</li> </ul> </li> <li>b) any tax return of the Vendor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion.</li> </ul>
<b>OS</b>	means the entity named in the Purchase Order and shall include the following as beneficiaries: <ul style="list-style-type: none"> <li>a) Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS; or</li> <li>b) Ordnance Survey International LLP, a limited liability partnership registered in England and Wales (registration number OC376281) whose registered office is at Explorer House, Adanac Park, SOUTHAMPTON, Hampshire, SO16 0AS, United Kingdom; or</li> <li>c) Ordnance Survey Leisure Limited, a company registered in England and Wales (company registration number 06894550), whose registered office is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS, UK.</li> </ul>
<b>PCI Data Security Standards</b>	means the security standards associated with payment cards published by the PCI Security Standards Council.
<b>Pre-Existing IPR</b>	means any Intellectual Property Rights vested in or licensed to (a) the Vendor prior to or independently of the performance by the Vendor of its obligations under this contract; and (b) OS prior to or independently of the performance by OS of its obligations under this contract.
<b>Price</b>	the price of the Goods or Services, exclusive of VAT, as stated in Purchase Order including shipping and handling costs or insurance.
<b>Relevant Tax Authority</b>	means HM Revenue & Customs or, if applicable, a tax authority in the jurisdiction in which the Vendor is established.
<b>Services</b>	the services to be supplied by the Vendor as specified in the Purchase Order.
<b>UK GDPR</b>	has the meaning given to it in the Data Protection Act 2018.
<b>Working Day</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.1 A reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time.

1.2 This contract comprises all terms contained in this document together with the Purchase Order.

## **2 The Goods**

2.1 OS may reject any Goods that are not;

2.1.1 of satisfactory quality;

2.1.2 fit and sufficient for the purpose for which such goods are ordinarily used;

2.1.3 free from defects in design, materials and workmanship;

2.1.4 in conformity with the description and / or specification supplied by OS;

2.1.5 new (unless OS has agreed otherwise in the Purchase Order);

2.1.6 in conformity with the requirements of any law, regulation or code of practice applicable to the Vendor from time to time and that generally affect its provision of services to its customers;

2.1.7 sourced and supplied in accordance with all applicable laws and in an ethical and sustainable manner;

2.1.8 delivered by the timeframes set out in the Purchase Order;

2.1.9 where appropriate, comply with the PCI Data Security Standards.

2.2 The Vendor shall perform the Services:

2.2.1 with the highest degree of skill, care and diligence in accordance at all times with Best Industry Practice;

2.2.2 in accordance with this contract including without limitation any service description supplied or advised by OS to the Vendor.

2.3 OS relies on the skill and judgement of the Vendor in the supply of the Goods and /or Services.

2.4 The Vendor shall ensure that the Goods and / or Services conform in all respects to the requirements of any law, regulation or code of practice (to the extent non-compliance with such codes of practice is deemed breach of the associated laws by the relevant regulatory authority) applicable to the Vendor from time to time and that generally affect its provision of services to its customers.

2.5 Title and risk in the Goods shall pass to OS on delivery unless payment is made prior to delivery in which case title shall pass to OS once payment has been made and risk shall pass to OS on delivery.

2.6 The Vendor shall promptly notify OS of any health and safety hazards which may arise in connection with the supply of the Goods or Services.

## **3 The Purchase Order and Price**

3.1 OS will accept the Vendor's offer to supply the Goods or Services and create a contract with the Vendor by sending the Vendor a Purchase Order. This will be regarded as acceptance of the Vendor's offer to Supply the Goods or Services subject to the terms of this contract.

3.2 The Vendor shall only invoice OS once the Goods or Services have been successfully supplied to OS's reasonable satisfaction.

3.3 Invoices shall be addressed to the Suppliers Accounts Department at OS. Only digital PDF invoices will be accepted by OS for payment: photocopies, faxes, scans or similar are not acceptable, unless otherwise agreed. In each invoice, the Vendor shall ensure that the full OS company name is detailed, quote the relevant purchase order number along with the information required on the advice note and the Vendor's VAT registration number (if applicable). Invoices must be submitted to the e-mail address advised by OS. OS is entitled to reject any invoice which does not conform to these requirements.

3.4 Payment of undisputed sums will be due within 30 calendar days of receipt by OS of a correctly presented invoice unless OS has otherwise agreed in writing. Payment will be made in pounds sterling (£). OS shall notify the Vendor of any disputed sums within 10 Working Days of receipt of the invoice, giving full reasons for the dispute.

3.5 In the event that OS needs to return the Goods (or part thereof) for any reason, then either a) OS arrange for their return to the Vendor at the Vendor's cost or b) the Vendor shall arrange for a courier collection of the Goods from the Delivery Address at the Vendor's cost. Where any Goods are returned unopened, and in re-saleable condition or the Goods are returned due to a defect, the Vendor shall reimburse OS for the relevant Price within 10 Working Days' of either collection or receipt of the returned Goods. Under no circumstance shall return of any Goods be subject to a restocking or similar charge.

#### **4 Indemnity and insurance**

4.1 Nothing in the contract shall exclude or limit either Party's liability for:

- a) death or personal injury to the extent it results from its negligence; or
- b) fraud or fraudulent misrepresentation; or
- c) breach of Clauses 9, 10 and/or 11; or
- d) damage or loss to property to the extent it results from breach of Clauses 2.1, 2.2, 2.3 and/or 2.4.

4.2 Subject to Clause 4.1, the total liability for all claims made (whether in contract, tort (including negligence) or otherwise) under or in connection with a contract will not at any time exceed 125% of the Price.

4.3 Neither Party will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect) or for any special, indirect or consequential losses or damages.

4.4 During the duration of this contract and for a period of 6 years following expiry or termination (howsoever arising) of this contract, the Vendor shall take out and maintain or procure the maintenance of adequate insurance.

4.5 The Vendor represents and warrants that as at the date of signature of this contract, by the second in time of the parties to do so, it has notified OS in writing of any Occasion of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasion of Tax Non-Compliance.

4.6 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Vendor shall:

- a) notify OS in writing of such fact within 5 Working Days of its occurrence and;
- b) promptly provide to OS:
  - i) details of the steps which the Vendor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
  - ii) such other information in relation to the Occasion of Tax Non-Compliance as OS may reasonably require.

#### **5 Termination**

5.1 Without prejudice any of its rights or remedies under this contract, either Party may at any time terminate this contract with immediate effect by giving written notice to the other Party if:

- a) the Vendor commits a material breach of Clause 2 or
- b) OS has failed to pay undisputed sums in accordance with Clause 3.

5.2 OS may terminate this contract, with no liability whatsoever to the Vendor, by giving immediate notice to the Vendor in the event that:

- a) the warranty given by the Vendor pursuant to Clause 4.5 is materially untrue; or
- b) the Vendor commits a material breach of its obligation to notify OS of any Occasion of Tax Non-Compliance as required by Clause 4.6; or
- c) the Vendor fails to provide details of proposed mitigating factors, as required by Clause 4.6 (b) which, in the reasonable opinion of OS, are acceptable.

- d) the Vendor or any personnel (whether with or without the knowledge of the Vendor) commits a breach of Clause 9 or the Vendor or any personnel or subcontractor commits an offence under the *Modern Slavery Act 2015* or similar legislation, laws or regulations in any jurisdiction that creates offences in respect of slavery, servitude or human trafficking. OS shall be entitled to recover from the Vendor the amount of any loss resulting from such termination.

## **6 Intellectual Property**

- 6.1 Subject to Clause 6.3, neither the Vendor nor OS shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights.
- 6.2 The Vendor assigns to OS, immediately on creation, with full title guarantee, all Intellectual Property Rights in the Deliverables (and the Vendor agrees to execute and do all such documents, acts and things as required by OS to enable such rights to vest in OS).
- 6.3 The Vendor hereby grants to OS a perpetual, irrevocable, royalty free non-exclusive licence to use, copy or amend, including the right to grant sub-licenses (to its customers or members of its group companies) of the Vendor's Pre-Existing Intellectual Property Rights for OS's or its group member's business purposes to the extent the same are embedded or incorporated in any Deliverables.
- 6.4 OS grants the Vendor a non-exclusive, royalty-free, non-transferable licence to use, copy and modify, during the Term, the Deliverables assigned to OS under 6.2 (**Assigned Materials**) for the sole purpose of providing the Services to OS in accordance with this contract. The Vendor cannot sublicense the Assigned Materials without OS' prior written consent.

## **7 Recovery of sums due**

- 7.1 Wherever under the contract any sum of money is recoverable from or payable by the Vendor (including any sum that the Vendor is liable to pay to OS in respect of any breach of the contract), OS may unilaterally deduct that sum from any sum then due or which at any later time may become due to the Vendor under the contract or under any other agreement or contract with OS.
- 7.2 The Vendor shall make any payments due to OS without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Vendor has a valid court order requiring an amount equal to such deduction to be paid by OS to the Vendor.

## **8 Notices**

- 8.1 A notice given to a Party under or in connection with this contract shall be in writing and sent to the Party at the address given in this contract or as otherwise notified in writing to the other Party.
- 8.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

<b>Delivery Method</b>	<b>Deemed Delivery Date and Time</b>
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class or recorded delivery post or other next Working Day delivery service providing proof of delivery.	9:00am on the second Working Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of delivery.	9:00am on the fifth Working Day after posting or at the time recorded by the delivery service.

8.3 For the purpose of Clause 8.2:

- a) all references to time are to local time in the place of deemed receipt; and
- b) if deemed receipt would occur on a day that is not a Working Day then receipt is deemed to take place at 9.00am on the next Working Day.

8.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8.5 A notice given under this contract is not valid if sent by e-mail.

## **9 Bribery and Corruption**

9.1 The Parties each warrant that in fulfilling their respective obligations under this contract they have not, will not, and they will apply best endeavours to ensure that their personnel and subcontractors do not offer, give, or agree to give, to any person or seek or receive any gift or dishonest consideration of any kind as an inducement or reward for doing or not doing (or for having done or not having done) any act in relation to the performance of this contract; or for showing or not showing favour or disfavour to any person in relation to this contract;

9.2 The Parties each warrant and undertake (and the Vendor shall procure that its subcontractors and personnel shall undertake) in connection with this contract to comply at all times with anti-bribery and corruption legislation, laws and regulations in all jurisdictions, and not to perform their respective obligations or otherwise do anything or omit to do anything under or in connection with this contract in such a way as to cause either of them to be in breach of any such legislation, laws or regulations.

9.3 Any breach of the contract related to this Clause 9 by the Vendor or by any Personnel (whether with or without the knowledge of the Vendor) or the commission of any offence by the Vendor or by any personnel or subcontractor under the *Bribery Act 2010* or similar legislation, laws or regulations in any jurisdiction that creates offences in respect of bribery and corruption shall entitle OS, with no liability whatsoever to the Vendor, to terminate the contract with immediate effect by notice in writing and to recover from the Vendor the amount of any loss resulting from such termination.

## **10 Modern Slavery Act 2015**

10.1 The Parties each warrant and undertakes in connection with this contract:

- 10.1.1 to comply at all times with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the *Modern Slavery Act 2015*, and not to perform its obligations or otherwise do anything or omit to do anything under or in connection with this contract in such a way as to cause it to be in breach of any such legislation, laws or regulations; and
- 10.1.2 not to engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the *Modern Slavery Act 2015* if such activity, practice or conduct were carried out in the UK; and
- 10.1.3 to ensure that its subcontractors, suppliers and personnel shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the *Modern Slavery Act 2015*.
- 10.1.4 that neither Party nor any of its subcontractors, suppliers or personnel:
  - 10.1.4.1 has been convicted of any offence involving slavery and human trafficking; and

10.1.4.2 to the best of its knowledge, has 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.

10.2 The Parties shall implement due diligence procedures for its subcontractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

10.3 Each Party shall notify the other Party as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this contract.

## **11 Data Protection and Data Processing**

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, OS is the Controller and the Vendor is the Processor (Controller and Processor have the meanings as defined in the Data Protection Legislation).

11.3 Without prejudice to the generality of Clause 11.1, the Vendor shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by the Vendor of its obligations under this contract:

- a) process that Personal Data only on the written instructions of OS unless the Vendor is required by Domestic Law or EU Law to otherwise process that Personal Data. Where the Vendor is relying on Domestic Law or EU Law as the basis for processing Personal Data, the Vendor shall promptly notify OS of this before performing the processing required by the Domestic Law or EU Law unless the Domestic Law or EU Law prohibit the Vendor from so notifying OS;
- b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by OS, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of OS has been obtained and the following conditions are fulfilled:
  - i) the transfer is to a country approved by the European Commission or equivalent UK body (as applicable) as providing adequate protection under the Data Protection Legislation as determined by OS; (ii) OS or the Vendor has provided appropriate safeguards in relation to the transfer as determined by OS pursuant to the Data Protection Legislation; or (iii) one of the derogations for specific situations in the Data Protection Legislation applies to the transfer;
  - ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
  - iii) the Vendor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv) the Vendor complies with reasonable instructions notified to it in advance by OS with respect to the processing of the Personal Data;
- e) assist OS, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- f) notify OS without undue delay on becoming aware of a Personal Data breach;
- g) at the written direction of OS, delete or return Personal Data and copies thereof to OS on termination of the contract unless required by Domestic Law or EU Law to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 11.

11.4 OS does not consent to the Vendor appointing any third party processor of Personal Data under the contract.

## **12 Force Majeure**

12.1 Neither Party shall be liable for delay or failure to perform its obligations to the extent that such delay or failure results from a Force Majeure Event. The Party affected by a Force Majeure Event shall give the other Party written notice as soon as reasonably possible containing details of the circumstances giving rise to the Force Majeure Event.

12.2 The affected Party shall be allowed a reasonable extension of time to carry out its obligations in these circumstances. In the event that such circumstances materially impact the affected Party's performance of its obligations under this contract for a continuous period in excess of 30 Working Days, the non-affected Party shall be entitled to terminate this contract by giving notice in writing to the other.

## **13 Contracts (Rights of Third Parties) Act 1999**

13.1 A person who is not a Party to this contract has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this contract.

## **14 Governing law**

14.1 This contract will be governed by and construed in accordance with English law and the exclusive jurisdiction of the English Courts.

## **15 Freedom of Information Act 2000 and Environment Information Regulations 2004**

15.1 The Vendor acknowledges that OS is subject to the requirements of FOIA and EIR and shall assist and cooperate with OS to enable OS to comply with its information disclosure obligations.