

GET LIVING STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES /BOTH GOODS AND SERVICES

DEFINITION AND INTERPRETATION

1.1 In this Agreement, the following words and phrases shall have the following meanings:

“Agreement” means the Order and these Terms;

“Affiliate” means any direct or indirect holding company from time to time of Get Living and any direct or indirect subsidiary from time to time of Get Living, or any direct or indirect holding company or subsidiary of any such holding company or any such subsidiary (and “holding company” and “subsidiary” shall have the meanings given to them in section 1159 of the Companies Act 2006);

“Business Day” means Mondays to Fridays (inclusive) but excluding bank or public holidays in England.

“Charges” means the charges for the Goods and Services to be paid by Get Living as set out in the Order;

“Commencement Date” means the date set out in the Order;

“Data Protection Legislation” means all applicable data protection legislation, regulation and guidance issued from time to time including, without limitation: the Regulation (EU) 2016/679 (the “GDPR”) and the Data Protection Act 2018 and any applicable guidance issued by the Data Protection Regulator, in each case as amended, updated or re-enacted from time to time;

“Data Protection Regulator” means the UK Information Commissioner’s Office, the Article 29 Working Party, the European Data Protection Board and any other supervisory authority with jurisdiction over either party, and in each case any successor body from time to time;

“Deliverables” means all documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts) to be delivered by the Supplier as part of the Services;

“Delivery” means completion of delivery of an Order in accordance with clause 4.2;

“Delivery Date” means the date specified for delivery of an Order as set out in the Order (or if no Delivery Date is specified, within 7 days of the date of the Order);

“Delivery Location” means the location specified for the delivery of Goods as set out in the Order;

“Good Industry Practice” means the exercise of such degree of skill, care, prudence and timeliness and expected from a reasonably and suitably skilled and experienced person providing the same or similar services as the Services;

“Goods” the goods (or any part of them) to be supplied by the Supplier as set out in the Order;

“Goods Specification” means any specification for the Goods, including any related plans and drawings, as set out in the Order or otherwise agreed in writing by Get Living and the Supplier;

“Intellectual Property Rights” means any intellectual property right, including 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 right, topography rights, moral 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;

“Milestones” means any agreed date by which a Deliverable and/or aspect of the Services shall be completed as set out in the Order, as part of the Services;

“Order” means Get Living’s order for the supply of Goods incorporating these Terms;

“Services” means any function used by the Supplier to provide the “Goods” of if no goods the professional services stated on the Order

“Supplier Personnel” has the meaning given to it in clause 16.2;

“Get Living Material” means any documents, copy, data, text, trade marks, brands, logos, information, specifications, drawings and materials provided by Get Living to the Supplier;

“Term” means the term of the Agreement as set out in the Order;

“Virus” means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise maliciously adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise), or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Words in the singular shall include the plural and vice versa and references to one gender include the other gender.

1.4 Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 References to the words “include” or “including” (or any similar term) are not to be construed as implying any limitation and general words introduced by the word “other” (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.

1.7 Unless the context requires otherwise the terms “data subject”, “data controller”, “data processor”, “process”, “personal data” and “sensitive personal data” have the meanings given under the Data Protection Legislation.

1.8 In the event of any conflict or inconsistency between these Terms and the Order, the Terms shall prevail, unless otherwise expressly stated in the Order.

2. EFFECT AN ORDER

2.1 Subject always to clause 2.2, this Agreement shall govern the provision of the Goods and/or Services set out in the Order by the Supplier to Get Living and any terms and conditions of the Supplier, whether referred to in any quotation, purchase order, acknowledgement of purchase order or otherwise, or pre-printed on any invoices (even, in each case, where expressly stated to apply to the Goods and/or Services) shall be of no effect and any and all such terms and conditions are hereby expressly excluded.

2.2 Where Get Living and the Supplier have entered into an agreement signed by a duly authorised signatory of each of the parties in respect of the supply of the Goods and/or Services set out in the Order, then these Terms shall not apply and the terms of such agreement shall apply in respect of the supply of the Goods and/or Services.

3. SUPPLY OF GOODS AND MANUFACTURE, QUALITY AND PACKING

3.1 The Supplier shall supply the Goods in accordance with the Order.

3.2 The Supplier warrants that the Goods supplied to Get Living by the Supplier under this Agreement shall:

3.2.1 correspond with their description and any applicable Goods Specification;

3.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Get Living;

3.2.3 be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

3.2.4 comply with all applicable laws, regulatory requirements and safety standards and any Get Living policies as notified to the Supplier from time to time in writing and

3.2.5 be free of materials deleterious to health or safety.

3.3 Should the Supplier become aware that any substance has been used in the goods being supplied other than in accordance with the above, they must inform Get Living immediately in writing.

3.4 Get Living shall have the right to inspect and test the Goods at any time before delivery.

3.5 If following such inspection or testing Get Living considers that the Goods do not conform or are unlikely to be as warranted under clause 3.2, or otherwise not in compliance with this clause 2.2, Get Living shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure that the Goods are or will be as warranted under clause 3.2.

3.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Agreement (including the warranty under clause 3.2) and Get Living shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY

4.1 The Supplier shall deliver the Goods to the Delivery Location during Get Living's normal business hours on the Delivery Date, or on such other date as agreed with Get Living. In the event that the Supplier has failed to deliver the Goods within 7 days of the Delivery Date (or such other date as agreed with Get Living), Get Living may rescind the Order and, to the extent relevant, Supplier shall refund the Charges in respect of those Goods.

4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.3 Where it is agreed by Get Living in writing and in advance that the Goods may be delivered by instalments, they may be invoiced and paid for separately.

4.4 If Get Living fails to accept delivery of the Goods on the specified Delivery Date during Get Living's normal business hours then, except where such failure or delay is caused or contributed to by the Supplier's failure to comply with its obligations under this Agreement, the Supplier shall store the Goods until actual delivery takes place and may charge Get Living for the reasonable costs and expenses of such storage.

4.5 Each Delivery shall be accompanied by a delivery note from the Supplier showing the order number, the date of the Order, the type and quantity of Goods included in the Delivery and, in the case of an Order being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.6 If the Supplier requires Get Living to return any packaging materials to the Supplier, that fact must be clearly stated on the delivery note accompanying the relevant Delivery, and any such returns shall be at the Supplier's expense.

4.7 Risk in the Goods shall pass to Get Living on completion of Delivery in accordance with clause 4.2. Title in the Goods shall pass to Get Living on payment by Get Living for the Goods. This clause 4.7 is without prejudice to the rights of rejection that Get Living may have under this Agreement.

5. ACCEPTANCE AND DEFECTIVE GOODS

5.1 Get Living shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

5.2 If any Goods delivered to Get Living do not comply with clause 3.2, or are otherwise not in conformity with these Terms, then, without limiting any other right or remedy that Get Living may have, Get Living may at its discretion reject those Goods and:
5.2.1 rescind the Order;

5.2.2 return them to the Supplier at the Supplier's risk and expense on the basis that a full refund for the Goods so returned shall be paid promptly by the Supplier; or

5.2.3 give the Supplier the opportunity, at the Supplier's risk and expense, to promptly supply replacement Goods.

5.3 Get Living's rights and remedies under this clause 5 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this Agreement by the Sale of Goods Act 1979.

5.4 These Terms shall apply to any repaired or replacement Goods supplied by the Supplier.

5.5 If Get Living elects to receive replacement Goods under clause 5.2.3 and the Supplier fails to promptly replace the rejected Goods, Get Living may without affecting its rights under this Agreement, rescind the Order or return the Goods in accordance with clause 5.2.2 or obtain substitute products from a third party supplier, or have the rejected Goods repaired by a third party, and the Supplier shall reimburse Get Living for the costs it incurs in doing so.

6. SERVICES

6.1 The Supplier shall from the Commencement Date and for the duration of the Term provide the Services to Get Living in accordance with the terms and conditions of this Agreement.

6.2 In providing the Services, the Supplier shall:

6.2.1 co-operate with Get Living in all matters relating to the Services, and comply with all instructions of Get Living;

6.2.2 use personnel who are suitably skilled, qualified and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement; and

6.2.3 perform the Services in accordance with all applicable laws, Good Industry Practice and any Get Living policies as notified to the Supplier from time to time in writing; and

6.2.4 where appropriate, have in place and implement, a disaster recovery and business continuity plan to ensure the continuity and availability of the Services and any Data in accordance with this Agreement;

6.3 Except as otherwise expressly provided in this Agreement, the Supplier shall be responsible, at its sole cost and expense, for procuring, obtaining and making available all such facilities, resources, personnel, information and materials necessary and/or appropriate to effectively and properly provide the Services.

6.4 The Supplier shall provide the Services in accordance with the specification set out in the Order and in particular any Milestones or any other timetable agreed with Get Living in writing, provided always that if no such dates are specified, then the Supplier shall perform the Services promptly, diligently and in any event within a reasonable time of their commission.

6.5 The Supplier shall notify Get Living promptly if it becomes aware of anything which may have a material adverse effect on the ability of the Supplier to comply with the terms of this Agreement, including but not limited to the performance of the Services.

6.6 The Supplier shall take all reasonable steps to prevent any Viruses being introduced or coded into any of the Deliverables, or any of Get Living's systems, or any information technology (including computer hardware) used by the Supplier to develop and supply the Deliverable and the Services to Get Living, including any Service or any Deliverable provided by any Supplier Personnel. If the Supplier breaches this clause, then the Supplier shall use all reasonable endeavours to eliminate all such Viruses and reverse their adverse effects. Prior to delivery to Get Living, the Supplier will test each element of the Services and Deliverables utilising the most recent version and most recent data file of a reputable, commercial available anti-virus checking software program to ensure that it is free of Viruses.

6.7 The Supplier will appoint an Operational Manager to the performance of the party obligations under this Agreement. The Operational Manager will have the authority to decide on all questions of a day to day nature

7. CHARGES AND PAYMENT

7.1 Get Living shall pay the Charges as set out in the Order which Charges, save as otherwise expressly provided in this clause 7, shall be in full and final settlement of the Goods and/or Services provided under the Order and no other amounts incurred by the Supplier in performing its obligations pursuant to this Agreement shall be additionally chargeable to Get Living.

7.2 The Charges shall not include out-of-pocket expenses reasonably and properly incurred by the Supplier in connection with the Services (including any materials or services reasonably and properly provided by third parties). Such expenses shall only be invoiced on the condition that: (i) they are in accordance with Get Living's then-current Group expenses policy, at cost, and accompanied by relevant receipts; and (ii) the Supplier has obtained Get Living's prior written approval before incurring any expenses.

7.3 The Charges shall be detailed separately, including costs of packaging, insurance and carriage of the Goods and any applicable taxes.

7.4 In respect of the Goods, the Supplier shall invoice Get Living on or at any time after Delivery, unless otherwise specified in the Order.

7.5 In respect of Goods the Supplier shall invoice Get Living only upon delivery, unless:

7.5.1 otherwise specified in the Order; or

7.5.2 where payment is based on Milestones, in which case the Supplier may only invoice Get Living upon Get Living's written confirmation that the relevant Milestone has been achieved.

7.6 All undisputed payments under this Agreement will be made within 30 days of receipt of a correct, valid and complete invoice including VAT invoice details, a description of the relevant Goods and/or Services, applicable purchase order number issued by Get Living, price, delivery date and delivery address, any amounts due from the Supplier to Get Living (e.g. service credits), total Charges, time sheets, receipts and any other information that Get Living reasonably requires from time to time.

7.7 If a party fails to make payment in respect of undisputed amounts invoiced by the other party by the relevant due date ("Due Date"), provided that written notice of non-payment of that invoice has been provided, a party may (but is not obliged to) charge interest on the amount outstanding at a rate of 2% annually above the Bank of England base from time to time from the day after the Due Date until the date the undisputed sum is paid.

7.8 If Get Living disputes any invoice or other statement of monies due in good faith, Get Living shall promptly notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the Supplier shall issue a credit note for the disputed amount and Get Living shall pay the undisputed amount as soon as reasonably practicable thereafter. The Supplier's obligations to supply the Goods and/or Services shall not be affected by any payment dispute.

7.9 Get Living may set-off any amounts which may become payable by it to the Supplier against any amounts that, in Get Living's reasonable assessment, the Supplier may owe to Get Living, subject to prior notification to the Supplier.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Each party and/or its third party licensors shall retain ownership of any Intellectual Property Rights owned by it and/or its third party licensors prior to the Commencement Date.

8.2 The Supplier assigns to Get Living, with full title guarantee and free from all third party rights, all Intellectual Property Rights and all other rights in the Deliverables and other products of the Services.

8.3 Get Living retains all Intellectual Property Rights, whether owned or licensed, in Get Living Material. Get Living hereby grants to the Supplier for the duration of this Agreement, a non-exclusive licence to use the Get Living Material so far as is strictly necessary to enable the Supplier to provide the Services contemplated by this Agreement.

9. DATA PROTECTION

9.1 Each party shall comply with all applicable requirements of the Data Protection Legislation.

9.2 The Supplier acknowledges that it could be either a data controller and/or processor and shall act in respect of the personal data processed under this Agreement ("Data").

9.3 Without prejudice to its obligations under the Data Protection Legislation, the Supplier shall:

9.3.1 process/control the Data only on behalf of Get Living, the nature and details of the processing/controlling being set out in the Annex to this Agreement, and only in accordance with Get Living's written instructions ("Instructions");

9.3.2 notify Get Living promptly (and before carrying out any relevant Instruction) if it has reason to believe either party may be in breach of the Data Protection Legislation;

9.3.3 be under a legal obligation to process Data, other than under the instructions of Get Living, in which case it shall inform Get Living of the legal obligation, except to the extent the law prohibits it from doing so;

9.3.4 implement appropriate technical and organisational security measures to protect against the unlawful or unauthorised processing of the Data and against accidental loss or destruction of, or damage to, the Data, appropriate to the harm that might result from each of the same and the nature of the Data to be protected, having regard to the state of technological development and cost of implementing any measures;

9.3.5 test the security measures described in clause 9.3.4 above to assess their effectiveness in ensuring the security, confidentiality, integrity, availability and resilience of the Data and systems, ensuring that availability of and access to 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;

9.3.6 not transfer the Data outside of the UK or the European Economic Area without the prior written approval of Get Living (in which case the Supplier shall take such additional steps as required by Get Living in advance of such transfer);

9.3.7 comply with the reasonable instruction notified to it by Get Living with respect to the processing of the Data;

9.3.8 notify Get Living promptly (within 24 hours) if it receives a request from a data subject, the Data Protection Regulator or any other third party which relates to the Data (and Supplier shall not respond to such request unless so directed by Get Living);

9.3.9 provide Get Living with such reasonably requested information and assistance to allow Get Living to meet its obligations under the Data Protection Legislation, including: (i) responding to requests from a data subject; (ii) enquiries from the Data Protection Regulator; and (iii) compliance with its obligations with respect to security, breach notifications and impact assessments;

9.3.10 notify Get Living promptly (within 24 hours) on becoming aware of an actual, suspected or threatened personal data breach (as defined in the Data Protection Legislation) and/or loss of, damage to, destruction, or corruption of any Data;

9.3.11 on termination or expiry of this Agreement or where any part of the Data is no longer required by the Supplier to provide the Goods and/or Services, Supplier will (on Get Living's instruction) either return or delete the Data and copies thereof, unless the Supplier is required by applicable laws to store the Data (in which case Supplier will notify Get Living of the same);

9.3.12 maintain complete and accurate records to demonstrate its compliance with this clause 9; and

9.3.13 take all reasonable steps to ensure the reliability of the Supplier's personnel who have access to the Data and ensure they are required to comply with this clause 9.

9.4 The Supplier shall not authorise any sub-contractor of the Supplier to access or process the Data without Get Living's prior written consent and if Get Living provides such consent, such sub-contractor must be subject to a written agreement incorporating terms which are substantially similar to this clause 9.

10. WARRANTIES

10.1 Each party represents, warrants and undertakes that it has capacity to enter into this Agreement and to grant the rights and licences it purports to grant under this Agreement.

10.2 The Supplier represents, warrants and undertakes to Get Living that:

10.2.1 Get Living's receipt and use of the Goods and receipt of the Services (including any Deliverables) in accordance with these Terms will not infringe the Intellectual Property Rights of, nor any duty of confidentiality owed to, any third party;

10.2.2 it will at all times perform the Services in accordance with: (i) applicable laws; (ii) all due skill and care; and (iii) in accordance with Good Industry Practice; and

10.2.3 it shall at all times have and maintain all necessary licences and consents and comply with all relevant laws in relation to the provision of the Goods and/or Services.

10.3 The provisions of this clause 10.3 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by the Supplier.

11. INDEMNITY

11.1 The Supplier shall indemnify Get Living against all liabilities, costs, expenses, damages and losses suffered or incurred by Get Living arising out of or in connection with:

11.1.1 any claim made against Get Living for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply, use or receipt of the Goods and/or Services (including the Deliverables);

11.1.2 any claim made against Get Living by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier, its employees, agents or subcontractors; and

11.1.3 any claim made against Get Living by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

11.2 Nothing in this Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.

12. CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time during this Agreement or after termination disclose to any person any confidential information disclosed to it by the other party concerning the business or affairs of the other party, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers ("Confidential Information"), except as permitted by clause 12.2.

12.2 Each party may disclose the other party's Confidential Information:

12.2.1 to its employees, officers, agents, consultants or subcontractors ("Representatives") who need to know such information for the purposes of carrying out the party's obligations under this Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 12 as though they were a party to this Agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

12.2.2 as may be required by law, court order or any governmental or regulatory authority.

13. LIABILITY

13.1 Nothing in this Agreement shall operate so as to exclude or limit the liability of either party to the other:

13.1.1 for death or personal injury caused as a result of its negligence;

13.1.2 arising out of fraud or fraudulent misrepresentation;

13.1.3 wilful breach of clause 12 (Confidentiality);

13.1.4 in respect of the Supplier only, the indemnity at under clause 11 (Indemnity); or

13.1.5 for any other liability which cannot be excluded or limited by law.

13.2 Subject to clause 13.3, neither party shall be liable to the other under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect, special or consequential loss, including indirect loss of profits or business opportunity (whether or not reasonably foreseeable and even if it had been advised of the other party incurring the same).

13.3 Subject to clauses 13.1 and 13.3, the total aggregate liability of either party to the other under or in relation to this Agreement, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence) and breach of statutory duty shall not exceed 150% of the Charges paid or payable under this Agreement.

13.4 The Supplier's total aggregate liability to Get Living or any Affiliate in respect of a breach of clause 9 (Data Protection) shall not exceed an amount equivalent to two times the cap on liability specified in clause 13.3 above.

14. TERM AND TERMINATION

14.1 Notwithstanding its other rights under this Agreement, Get Living may terminate this Agreement:

14.1.1 by providing a minimum of 1 month's prior written notice to the Supplier;

14.1.2 for breach of clauses 9, 10.2, 12 and/or 16; or

14.1.3 if Get Living is required to terminate this Agreement under applicable law or by a regulatory authority.

14.2 This Agreement shall commence on the Commencement Date and, unless and until terminated earlier in accordance with clause 14.1 or 14.3, shall continue in force for the duration of the Term.

14.3 Either party may terminate this Agreement immediately on written notice to the other if:

14.3.1 the other party commits a material or persistent breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

14.3.2 enters into and/or itself applies for, and/or calls meetings of members and/or creditors with a view to one or more of a moratorium, administration, liquidation (of any kind, including provisional), or composition and/or arrangement (whether under deed or otherwise) with creditors, and/or has any of its property subjected to one or more of appointment of a receiver (of any kind), enforcement of security, distress, or execution of a judgment (in each case to include similar events under the laws of other countries) or ceases or threatens to cease to carry on business

14.4 Termination of this Agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination.

14.5 On termination of the Agreement for any reason:

14.5.1 each party will cease use of the other party's Confidential Information and Data and (at the other party's option) return, destroy or irretrievably delete the same; and

14.5.2 the Supplier shall immediately deliver to Get Living all Goods and/or Deliverables paid for by Get Living up to the date of termination, whether or not then complete, and return all Get Living Materials.

14.6 Notwithstanding any termination of the Agreement the provisions which by their nature are intended to survive such termination will remain in full force and effect including, without limitation, clause 12 (Confidentiality).

14.7 In the event of termination, transfer, or potential transfer of these services in whole or part to Get Living or another Supplier, TUPE may apply and in such instance Get Living or the new Supplier may inherit liabilities in respect of transferring employees.

14.7.1 Both parties will provide to the other on request such information as may be necessary to enable the other party to comply with its obligations, and where necessary access to consult with the affected employees.

14.7.2 The Supplier agrees that subject to the relevant data protection regulations it will provide to Get Living or replacement Supplier, employee lists and employee information within 20 business days of any such request.

14.7.3 The Supplier will provide a list of those employees to which it believes a TUPE transfer will apply, including the percentage of each employees time it believes is spent working on behalf of the customer

14.7.4 No later than 10 working days before the transfer of the contract the Supplier will provide a final list of those employees where it has been agreed by all parties that TUPE will apply.

14.7.5 Get Living may supply the above information to any prospective replacement service provider having obtained and evidenced to the Supplier signed confidentiality agreements.

14.7.6 Following request of information the Supplier will notify Get Living within 24 hours should any potentially transferring employee give notice to terminate their employment.

14.7.7 The Supplier will indemnify Get Living against any claims from transferred employees in respect of

14.7.7.1 Unpaid salaries, commissions, bonuses, incentive payments, benefits, benefits in kind, holiday pay, sick pay, expenses, pension contributions and any other employment costs

14.7.7.2 Unpaid taxation (including income tax under PAYE), employers and employees National Insurance contributions including interest and penalties

14.7.7.3 Any act, omission or default

14.7.7.4 The termination of employment including claims for expenses, notice pay, pay in lieu of notice, damages for wrongful dismissal, redundancy pay and compensation for unfair dismissal

14.7.7.5 Any failure of the Supplier to appropriately inform or consult or communicate with the employee or their representatives

14.7.7.6 Failure to provide Get Living with sufficient information to comply with its TUPE obligations

15. AUDIT RIGHTS

15.1 The Supplier (and any approved sub-contractor per clause 19.6) shall grant to Get Living, its auditors and regulators the right to: (i) access any premises used by the Supplier to provide the Services or from where the Services are managed or administered; (ii) interview any personnel (which includes all Supplier Personnel engaged in the provision of the Services); and (iii) copy any relevant records to audit the Supplier's compliance with this Agreement. The right of audit in this clause 15.1 may be exercised: (i) once every 12 months starting on the Commencement Date, upon reasonable notice by Get Living and its auditors; and (ii) at any time by a regulator.

15.2 In addition, the Supplier shall, if requested by Get Living provide Get Living within 5 Business Days of receiving a request copies of any licences, or insurances deemed by Get Living to be required to fulfil the Agreement.

16. ANTI-BRIBERY AND CORRUPTION AND MODERN SLAVERY

16.1 Each Party agrees that it shall (and procure that any subcontractors, employees and agents shall) comply with all Laws, statutes, and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010. Each Party agrees that it shall not engage in any activity, practice or conduct abroad 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.

16.2 In performing its obligations under the Agreement, the Supplier shall, and shall to the best of its abilities ensure that each of its sub-contractors, personnel, subsidiaries and holding companies ("Supplier Personnel") shall, comply with the Modern Slavery Act 2015. Supplier represents and warrants to Get Living that none of the officers or employees of Supplier or Supplier Personnel:

16.2.1 has been convicted of any offence involving slavery and human trafficking; and

16.2.2 having made reasonable enquiries, so far as it is aware, 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 slavery or human trafficking.

16.3 Supplier shall notify Get Living as soon as practicable as soon as it becomes aware of any breach of a material provision this clause 16 and shall provide all information as requested by Get Living in respect of the same.

17. NOTICES

17.1 All notices to be given under this Agreement shall be in writing and delivered to the other party to the relevant contract and at the addresses set out in the Order (or such other addresses as may be notified to the other party) and copied (in the case of Get Living) to the Procurement Manager, Get Living, 5 Celebration Avenue, East Village, London, E20 1DB.

18. FORCE MAJEURE

18.1 Neither party shall be liable for any delay in performance or failure to perform any of its obligations under this Agreement insofar as the delay or failure is due to an event beyond the reasonable control of either party (including unpredictable adverse weather conditions, national industrial strikes (excluding strikes or labour disputes originated by or involving only the relevant party's (or its agents or subcontractors') workforce or any part of it, war, acts of God, acts of terrorism, floods, earthquakes, or civil disturbance, in each case which could not have been reasonably foreseen and excludes a failure of the Supplier's personnel, subcontractors or suppliers (a "Force Majeure Event"), provided that the relevant party has used all reasonable endeavours to mitigate the effect of any Force Majeure Event.

19. HEALTH SAFETY AND SECURITY

19.1 The Supplier shall ensure that the Goods are designed and/or constructed and/or supplied such that they are safe and without risk to the health and safety of persons using or affected by the same.

19.2 The Supplier represents and warrants that the Supplier has made available to the Customer adequate health and safety information about the Goods and about any terms and conditions necessary to ensure that when used the Goods will be safe and without risk to health.

19.3 Where any access to the Customer's premises is necessary in connection with delivery, performance or installation, the Supplier and its sub-contractors shall at all times comply with any security instructions and health and safety regulations currently in force, which may include obtaining security clearance from the Customer.

19.4 As a minimum, the Supplier shall provide to the Customer before the Services are executed risk assessments and method statements.

19.5 In the event that the Supplier uses subcontractors to complete the Services, where applicable, they will need to ensure that all duties under the Construction (Design and Management Regulations 2015 (CDM2015) are provided in advance of the Services commencing. These duties include but are not restricted to, full risk assessments, method statements, health and safety plan, construction phase plan, confirmation of allocation of roles (Principal Contractor, Principal Designer, Designer, Contractor and Workers)

20. GENERAL

20.1 The Supplier acknowledges and agrees that Get Living has entered into this Agreement for its own benefit and for the benefit of its Affiliates. Accordingly, unless the context otherwise dictates, references to any (i) activities being carried out for Get Living; (ii) benefits, warranties, indemnities and rights granted or provided to Get Living; (iii) licences granted to Get Living; and/or (iv) the business, operations, customers, clients, Intellectual Property Rights, agreements or other property of Get Living, shall be deemed to be references to such activities being carried out for, benefits, warranties, indemnities and rights being provided to, a licence being granted to, or property belonging to Get Living and the relevant Affiliate who are in receipt of the Services of any part of the Services. Such Affiliate shall have the right to enforce the relevant terms of this Agreement and any losses suffered by such Affiliates shall, to the extent permitted by Law, be treated as Losses suffered by Get Living (although to the extent permissible by law, Get Living shall bring any claims from any such Affiliate against the Supplier on such Affiliates' behalf) and will be recoverable by Get Living against the Supplier.

20.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, understandings or proposals (whether written or oral) of any nature between the parties relating to the subject matter of this Agreement. Save as expressly set out herein, neither party has relied on any statement or representation made by the other (whether innocently or negligently) in entering into this Agreement, and neither party shall have any liability for such unless such statement or representation was made fraudulently.

20.3 No variation of this Agreement shall be valid unless it is in writing and signed by a duly authorised signatory on behalf of each of Get Living and the Supplier.

20.4 No failure or any delay by any party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

20.5 The rights, powers, privileges and remedies provided in this Agreement are: (i) cumulative (unless otherwise expressly provided under this Agreement) and; (ii) are not exclusive of any other rights, powers, privileges and/or remedies provided by law.

20.6 The Supplier shall not, without the prior written consent of Get Living, assign, transfer, subcontract any material part of, or deal in any other manner with all or any of its rights or obligations under this Agreement. The Supplier shall remain liable to Get Living for all acts and/or omissions of all Supplier Personnel under or in connection with this Agreement as if those acts and/or omissions were its own.

20.7 Get Living may, at any time, assign, transfer or subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

20.8 Except as expressly provided in clause 19.1, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Agreement.

20.9 Nothing in this Agreement is intended to, or shall be deemed to create or imply the existence of a partnership or joint venture between the parties. Neither party will hold itself out as agent or representative of the other nor having authority to act in the name of or otherwise bind the other party.

20.10 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and will be construed in accordance with English law and each Party irrevocably submits to the exclusive jurisdiction of the English Courts for all purposes relating to this Agreement (including non-contractual disputes or claims). If any disputes arise in connection with this Agreement, the parties undertake that they will use best endeavours to resolve the dispute amicably and if not resolved within 60 days will be referred to a mutually agreed dispute resolution body.

Issued and last updated by Procurement 01/05/2021

The Data to be processed /controlled by the Supplier under the Agreement and, accordingly, the categories of data subjects concerned will be determined by Get Living (either alone or in conjunction with the Supplier).

Depending on the circumstances, the categories of data subjects could include:

Data Subjects

- Past, present and prospective employees and personnel of Get Living or the Get Living's Affiliates; and
- Past, present and prospective customers of the Get Living or the Get Living's Affiliates or individuals who receive the benefit of products and services provided by the Get Living or the Get Living's Affiliates.

The Category Data to be processed / controlled by the Supplier under the Agreement will be determined by the Get Living (either alone or in conjunction with the Supplier). Depending on the circumstances, the Data categories could include:

Categories of Data

- Identification information (e.g. name or other unique identifier);
- Contact information (e.g. email address, postal address, telephone contact numbers); and
- Information about or relating to products or services provided to or for the benefit of a data subject.

The Special Category Data to be processed /controlled by the Supplier under the Agreement will be determined by the Get Living (either alone or in conjunction with the Supplier). Depending on the circumstances, the Data categories could include:

Categories of Special Category Data

- Health data
- Data revealing ethnicity, race, political opinions or religious beliefs
- Data concerning a person's gender orientation
- Criminal convictions data

- Biometric or genetic data

Processing Purposes	The Supplier processes / controls the Data under the Agreement for the purposes set out in the Agreement.
Nature of Processing	Processing activities such as storage, retrieval, analysing, data collection and data transfer may all be undertaken by the Supplier for these purposes.
Duration of the Processing	For as long as is necessary for the Supplier to comply with its obligations under the Agreement and as otherwise permitted by the Agreement.