

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words and expressions have the following meanings:

Applicable Laws all applicable laws together with any industry codes of practice in effect from time to time;

Business Day any day which is not a Saturday, a Sunday or a bank holiday in England or Scotland;

CDM Regulations the Construction (Design and Management) Regulations 2015;

Code of Conduct the Sanctuary code of conduct as attached in the Appendix, and as may be updated from time to time;

Conditions these terms and conditions and any special terms and conditions agreed in writing between Sanctuary and the Supplier;

Confidential Information the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of the Contract;

Contract the contract between Sanctuary and the Supplier for the purchase of Goods and/or Services pursuant to the Order;

Controller has the meaning given in UK GDPR;

Cybersecurity Requirements all applicable laws, regulations, codes, and guidance (from regulatory and advisory bodies, whether mandatory or not), together with international and national standards and sanctions, that relate to:

- i) the security of network and information systems, and
- ii) security breach and incident reporting,

including UK GDPR and the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Data Protection Laws all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and

regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 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 (including, without limitation, the privacy of electronic communications);

Data Processing Particulars Form the form completed by the Supplier as part of its acceptance of these Conditions, used by the Supplier to detail the Processing it will be undertaking as part of its supply of Goods and/or Services.

Data Subject has the meaning given in UK GDPR;

Employment Liabilities any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any New Supplier or sub-contractor of Sanctuary (which shall, for the avoidance of doubt, include any incurred as a result of an indemnity or warranty given, or to be given, by Sanctuary to a New Supplier or sub-contractor);

EIRs the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

EISRs the Environmental Information (Scotland) Regulations 2004 (SI 2004/520) together with any guidance and/or codes of practice issued by the Scottish Information Commissioner or relevant government department in relation to such regulations;

Employment Checks the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks;

FOIA the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance

Sanctuary Housing – Terms and Conditions of Purchase September 2023

and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

FOISA the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Scottish Information Commissioner or relevant government department in relation to such legislation;

Force Majeure any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Contract including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion but excluding strikes (whether of the affected party's own employees or otherwise);

Goods the goods (including any part or parts of them) which the Supplier is to provide to Sanctuary pursuant to the Order;

Information has the meaning given under section 84 of FOIA or section 73 of FOISA as relevant;

Intellectual Property Rights any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world in each case whether registered or not and including any application for registration of the foregoing;

New Supplier any person that provides services in replacement of any of the Services whether those services are the same as or similar to any or all of the Services;

Order the order from Sanctuary to the Supplier for the supply of Goods and/or Services in such form as the Sanctuary may determine from time to time;

Personal Data has the meaning given in UK GDPR;

Processor has the meaning given in UK GDPR and **Process** and **Processing** shall be interpreted accordingly;

Regulated Activity any work which is currently defined as a regulated activity relating to children or vulnerable adults within the meaning of Schedule 4 Part 1 and Part 2 of the Safeguarding Vulnerable Groups Act 2006;

Request for Information a request for information or an apparent request under the FOIA, FOISA, or the EIRs or EISRs;

Sanctuary Sanctuary Housing Association (Industrial and Provident Society Number 19059R) and address at Sanctuary House, Castle Street, Worcester WR1 3ZQ or such Sanctuary Group Company as set out in the Order;

Sanctuary Group Company every other entity which is from time to time a subsidiary or holding company, or a subsidiary of such a holding company, of Sanctuary Housing Association (and the terms **subsidiary** and **holding company** shall have the meanings given to them by Section 1159 Companies Act 2006);

Services the services, including minor works, which the Supplier is to provide to Sanctuary pursuant to the Order in accordance with these Conditions;

Site the site for the provision of the Services as set out in the Order;

Specification the specifications or stipulations for the Goods and/or Services in the applicable Order or otherwise agreed in writing between the parties;

Sub-processor has the meaning given in UK GDPR;

Supplier the person, firm or company to whom the Order is addressed;

Transfer Regulations the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

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

VAT value added tax charged in accordance with the Value Added Tax Act 1994 (as amended).

1.2 Drafting Conventions

- (a) The headings to Conditions are inserted for convenience only and shall not affect the interpretation of these Conditions.
- (b) Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- (c) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- (d) References to any legislation or legislative provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2 BASIS OF CONTRACT

- 2.1 These Conditions apply to the Order for the goods and/or services detailed therein. The Order and the Conditions together constitute the Contract made between the Sanctuary and the Supplier, which Contract shall be come into existence and be effective as further provided in Condition 2.3 below.
- 2.2 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions that the Supplier seeks to impose or incorporate, under any quotation, order acknowledgement or any other document issued by the Supplier or which are implied by law, trade custom, practice or course of dealing.
- 2.3 The Order is an offer made by Sanctuary to the Supplier and the Contract shall come into existence and effect upon the earlier of:

- (a) written acceptance of the Order by the Supplier; or
- (b) the Supplier doing any act consistent with fulfilling the Order.

- 2.4 Subject to Condition 16, the Contract shall terminate on the earlier of:

- (a) the fulfilment of the Order; and
- (b) termination pursuant to either Condition 10 (Force Majeure) or Condition 15 (Termination).

3 DELIVERY

- 3.1 Sanctuary may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

- 3.2 If following such inspection or testing Sanctuary considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Condition 9.1, Sanctuary shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

- 3.3 Delivery of the Goods shall take place strictly in accordance with Sanctuary's delivery instructions (including as to date and location) whether given in the Order or separately. Where no instructions are given, delivery shall be Delivered Duty Paid (DDP) Incoterms 2020. Delivery of the Goods shall be effected when such Goods have been safely unloaded at the location stated in this Order and, without prejudice to Sanctuary's rights under Condition 4.1, a duly authorised representative of Sanctuary has accepted the delivery.

- 3.4 Sanctuary shall have the right to change its delivery instructions at any time, on paying any additional reasonable costs to be incurred by the Supplier as a result of any such change provided the Supplier mitigates such costs and such costs are agreed in advance in writing by Sanctuary.

- 3.5 The Supplier shall ensure that:

- (a) the Goods will be properly packed and secured in such a manner as to reach their destination undamaged and in good condition. Sanctuary shall not be

Sanctuary Housing – Terms and Conditions of Purchase September 2023

obliged to return to the Supplier any packaging materials for the Goods; and

- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

- 3.6 The Supplier shall not deliver the Goods in instalments without Sanctuary's prior written consent. Where it is agreed that the Goods are delivered in instalments, they may be invoiced and paid for separately. Failure by the Supplier to deliver any one instalment on time or at all shall entitle Sanctuary to the remedies set out at Condition 9 (Warranties).

4 ACCEPTANCE

- 4.1 Sanctuary shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery. No inspection or testing by Sanctuary whether before or after delivery of the Goods nor the signing of any delivery note shall be deemed to constitute acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended) nor be deemed a waiver of Sanctuary's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract, Order and Specification.
- 4.2 The Supplier shall promptly keep Sanctuary informed of any matter of which it is or reasonably should, as supplier of the Goods, be aware relating to the storage, transportation, handling, assembly or use of the Goods by Sanctuary (including any Applicable Law or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that Sanctuary should take in relation to such matters.

5 TITLE AND RISK

- 5.1 Title in the Goods shall pass to Sanctuary on the earlier of completion of delivery or Sanctuary

making payment for the Goods. Risk in the Goods shall pass to Sanctuary on completion of delivery.

6 PROVISION OF SERVICES

- 6.1 If the Contract is for or includes Services to be performed by the Supplier then the Supplier undertakes, represents and warrants to Sanctuary that the Supplier shall:

- (a) provide the Services and any deliverables so as to meet any dates set out in the Order;
- (b) co-operate with Sanctuary in all matters relating to the Services, and comply with all reasonable instructions and guidelines issued by Sanctuary from time to time of Sanctuary;
- (c) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services conform with all descriptions and specifications set out in the Order and that any deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Sanctuary;
- (e) ensure the Services are provided with reasonable care and skill and in accordance with good industry practice;
- (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (g) use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to Sanctuary, will be free from defects in workmanship, installation and design;
- (h) obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at the relevant Site; and

Sanctuary Housing – Terms and Conditions of Purchase September 2023

- (j) not do or omit to do anything which may cause Sanctuary to lose any licence, permission or consent or to be in breach of any Applicable Law.
- 6.2 Sanctuary shall provide the Supplier with reasonable access to the Site (but not possession) solely to enable the Supplier to perform the Services in accordance with the provisions of this Contract, subject to the Supplier complying, and ensuring that its personnel comply, with all security requirements, policies and procedures communicated to it by Sanctuary.
- 6.3 Sanctuary may refuse to grant access to, and remove, any of the Supplier's personnel who do not comply with Sanctuary's requirements, policies and procedures, or if they otherwise present a security threat.
- 7 INTELLECTUAL PROPERTY**
- 7.1 All materials including any Specifications supplied by Sanctuary, and any copies made by or for the Supplier shall be the property of Sanctuary, shall only be used for the purposes of this Contract, shall be treated by the Supplier as strictly confidential and shall be returned by the Supplier immediately on request to Sanctuary at the Supplier's sole risk and cost.
- 7.2 Any and all Intellectual Property Rights arising out of the Goods and / or Services shall, from the date of their creation or acquisition by the Supplier and otherwise promptly upon request by Sanctuary, belong exclusively, throughout the world to Sanctuary. The Supplier hereby assigns to Sanctuary (as far as is permitted by law) with full title guarantee, by way of present assignment of future Intellectual Property Rights, all created Intellectual Property Rights in any deliverables.
- 7.3 The Supplier shall grant or procure the grant of a fully paid up, royalty-free, transferable licence or sub-licence to Sanctuary of any Intellectual Property Rights required for Sanctuary to receive, use, repair, update or maintain the Goods and/or Services.
- 7.4 Sanctuary may sub-license the rights granted in Condition 7.3 to any Sanctuary Group Company and its customers and/or service providers who in turn shall have the right to sub-licence the same rights to their customers.
- 7.5 The Supplier hereby agrees and undertakes promptly at the request of Sanctuary, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by Sanctuary to give effect to the provisions and intentions of this Condition 7.5.
- 7.6 The Supplier shall deliver up all drawings, designs, patterns, specifications, samples, materials, tools and other data prepared by the Supplier if requested, to Sanctuary carriage paid on completion of the Order.
- 8 PRICES AND PAYMENT**
- 8.1 The price of the Goods and/or Services shall be stated in the Order. The price shall be inclusive of all packaging, packing, labelling and all other costs incurred by the Supplier unless otherwise specified in the Order.
- 8.2 Unless stated otherwise in the Order the price shall be fixed at the amount stated in the Order and shall not be subject to increase for the duration of this Order.
- 8.3 All sums payable under the Contract are exclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.
- 8.4 The Supplier may only invoice Sanctuary monthly in arrears or in accordance with any milestones in the Order and invoices submitted early shall be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services. Each invoice shall include the following information: (i) relevant Order number; (ii) the Supplier's registered address and entity; (iii) the Supplier's VAT information (if applicable); (iv) separate values for gross Charges, net Charges, and VAT; (v) the Supplier's company registration number (if applicable); and (vi) the Supplier's bank details. Sanctuary's purchase order number shall be quoted clearly on each invoice and on all invoice correspondence and advice notes. Invoices shall be submitted in portable document format (pdf) only, save where agreed in writing by Sanctuary.
- 8.5 Unless otherwise stated in the Order, Sanctuary shall pay undisputed invoices for the Goods and/or Services within 30 days of the date of receipt by Sanctuary of a correctly rendered

Sanctuary Housing – Terms and Conditions of Purchase September 2023

invoice to a bank account nominated in writing by the Supplier.

- 8.6 Sanctuary shall be entitled to the Supplier's standard discount for prompt payment, bulk purchase or similar discount normally given by the Supplier.
- 8.7 If Sanctuary fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of two per cent per annum above the base rate for the time being of Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. The parties agree that this Condition 8.6 represents a substantial remedy under the Late Payment of Interest (Commercial Debts Act) 1998. This Condition shall not apply to payments that Sanctuary disputes in good faith.
- 8.8 If the price is stated in the Order to be on a "time and materials" or "cost plus" basis or similar the Supplier shall give Sanctuary access to all documents and information in the Supplier's possession or under its control to enable Sanctuary to satisfy itself that the amount charged by the Supplier is properly and correctly charged in accordance with the Contract. If the Supplier fails to provide the information required under this Condition 8.8, Sanctuary shall be entitled to withhold payment in whole or in part until such default is rectified to the satisfaction of Sanctuary.
- 8.9 Any money paid by Sanctuary to the Supplier in respect of any Goods rejected under these Conditions together with any additional expenditure over and above the price specified in the Order reasonably incurred by Sanctuary in obtaining other goods in replacement of any rejected Goods shall be paid by the Supplier to Sanctuary within 14 days of the date of Sanctuary's notice demanding the same or, at Sanctuary's sole option, shall be deducted from the money still to be paid by Sanctuary to the Supplier in relation to such Goods.
- 8.10 If any sums are due to Sanctuary from the Supplier, then Sanctuary shall be entitled to exercise the right to set-off such sums against any payments due to the Supplier from Sanctuary under or in relation to this or any other contract. The Supplier shall not be entitled to apply any amount due to Sanctuary under the Contract in or towards payment of any sum

owing by Sanctuary to the Supplier in relation to any matter whatsoever.

- 8.11 The following terms apply where the Order states that Part II of the Housing Grants, Construction and Regeneration Act 1996 (Construction Act 1996) applies to the Order. Conditions 8.1 – 8.10 above apply insofar as they are not inconsistent with the terms of this Condition 8.11. In this Condition 8.11, **Due Date** means the date of receipt by the Company of a valid application for payment to which the payment instalment relates; **Payment Notice** means the notice to be given to the Supplier no later than 5 days after the Due Date specifying the sum Sanctuary considers to be due at the Due Date and the basis on which that sum is calculated; **Final Date for Payment** means 28 days after the Due Date; **Pay Less Notice** means the notice given by Sanctuary no later than 3 days before the Final Date for Payment notifying the Supplier that it intends to pay less than the amount stated as due in that Payment Notice, the amount Sanctuary considers to be due under that Payment Notice on the date such notice is served (even if the amount is zero) (the **Notified Sum**) and the basis on which that amount is calculated:
- (a) The Supplier may only submit an application for payment in accordance with the payment profile set out in the Order.
 - (b) The Supplier must apply for each payment instalment (accompanied by a valid VAT invoice including the detail set out in Condition 8.8) on or after the date for submission in accordance with the payment profile set out in the Order. Sanctuary shall (subject to the provisions of Condition 8.11(d) and 8.11(e)) pay each payment instalment which has become due for payment by Final Date for Payment.
 - (c) Sanctuary shall give a Payment Notice. Subject to any Pay Less Notice given by Sanctuary under Condition 8.11(e) the amount of the payment instalment to be made by Sanctuary on or before the Final Date for Payment shall be the sum stated as due in the Payment Notice.
 - (d) If a notice is not given in accordance

with Condition 8.11(c) then the amount of the relevant payment instalment shall, subject to any notice given under Condition 8.11(e) be the sum stated as due in the application for that payment instalment.

- (e) If Sanctuary intends to pay less than the amount stated in any Payment Notice it shall issue a Pay Less Notice and shall pay the Notified Sum by the Final Date for Payment.

9 WARRANTIES

9.1 The Supplier undertakes, represents and warrants to Sanctuary that the Goods and their packaging and labelling shall:

- (a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
- (b) conform to the Specification and with any instructions of Sanctuary, and shall otherwise meet the requirements of the Order and this Contract;
- (c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Contract);
- (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of Sanctuary);
- (e) comply with all Applicable Laws;
- (f) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of Goods of that type.

9.2 The Supplier shall use all reasonable endeavours to transfer or assign to Sanctuary or otherwise obtain for the benefit of Sanctuary any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to Sanctuary or otherwise providing such benefit for Sanctuary.

9.3 Where there is any breach of the Supplier's warranty in Condition 6.1 (Provision of Services) or Condition 9.1 or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods or Services is not complied with, or the Goods or any instalment of the Goods are not delivered at the specified time or the Goods delivered are damaged Sanctuary shall be entitled at its sole discretion without liability to the Supplier (arising out of such action) and without prejudice to any other right or remedy Sanctuary may have to take one or more of the following actions to:

- (a) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods;
- (b) refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
- (c) recover from the Supplier any costs reasonably incurred by Sanctuary in obtaining substitute goods or services from another supplier;
- (d) require the Supplier at its sole cost to (i) replace, repair the Goods or carry out such work as is necessary within 14 days; and (ii) re-execute the Services within seven days, so that the Goods and/or Services conform to the Contract, Order and Specification.

9.4 If Sanctuary exercises any right under these Conditions Sanctuary may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's cost.

9.5 The Supplier shall (at no cost to Sanctuary) remedy any defects, shrinkages or other faults in the Goods and/or Services (**Defects**) notified to it that appear in the Goods and/or Services 12 months of delivery of the Goods and/or completion of the Services, or within any other period agreed between the parties in writing for remedying Defects (**Defects Period**). If the Supplier does not remedy such Defects within the Defects Period, Sanctuary shall be entitled to assess the cost of having the Defects remedied

and shall be entitled to recover such cost from the Supplier.

- 9.6 Sanctuary's rights under these Conditions are in addition to any statutory remedies available to Sanctuary.

10 FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract as a result of a Force Majeure event. If the Force Majeure event continues for 30 calendar days, Sanctuary may terminate the Contract by giving 5 Business Days' written notice to the Supplier.

11 INDEMNITY

- 11.1 In addition to any other remedy available to Sanctuary, the Supplier shall indemnify, defend and hold harmless Sanctuary and its directors, officers and employees in full and on demand from and against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

- (a) any claim made against Sanctuary by a third party for death, personal injury or property damage arising out of, or in connection with the supply or use of the Goods or receipt, use or supply of the Services, to the extent that the same is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against Sanctuary for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services; and
- (c) property damage arising out of, or in connection with the supply or use of the Goods or receipt, use or supply of the Services, to the extent that the same is

attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

- 11.2 The Supplier shall provide all facilities, assistance and advice required by Sanctuary or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, the Contract.

12 LIMITATION OF LIABILITY

- 12.1 Nothing in this Contract shall exclude or limit a party's liability:

- (a) for death or personal injury caused by that party's negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) for wilful misconduct or wilful default; or
- (d) for any liability which cannot legally be excluded or limited.

- 12.2 Subject to Condition 12.1 neither party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract for any indirect, special or consequential loss or damage, howsoever arising.

- 12.3 Subject to Condition 12.1, Sanctuary's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract shall not exceed the charges paid and payable under the Contract.

13 INSURANCE

- 13.1 The Supplier shall at its own cost effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract, including:

- (a) employers' liability insurance for a minimum of £10,000,000 (ten million pounds) per claim;
- (b) public liability insurance (including product liability) for a minimum of £2,000,000 (two million pounds) for each occurrence.

The Supplier shall on the written request of Sanctuary from time to time provide Sanctuary

with reasonable details of the insurance maintained in force in accordance with this Condition. The Supplier shall do nothing to invalidate any of the policies maintained in accordance with this Condition.

14 COMPLIANCE

14.1 The parties do not envisage that any Personal Data will be processed in relation to this Contract. If the Supplier processes any Personal Data in respect of which Sanctuary is the Controller, the provisions of the Schedule shall apply.

14.2 The Supplier shall always act, when acting in connection with this Contract (and warrants that it has always acted hitherto), in compliance with all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behaviour, including but not limited to those dealing with modern slavery, human rights, environmental protection, corruption, fraud, anti-money laundering, applicable sanction regimes, and other economic crimes. The Supplier shall ensure that all of its employees, representatives and affiliates comply with the above requirements.

14.3 The Supplier shall inform Sanctuary of:

- (a) any changes to the Goods and/or Services, or the technology and processes used in or in the delivery of such Goods and/or Services, which may impact on Sanctuary or the Group's (i) security systems, and/or (ii) compliance with the Supplier's obligations under this Contract; or
- (b) any proposal for the Supplier to undergo a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

14.4 The Supplier shall at all times comply with:

- (a) the Code of Conduct; and
- (b) all health and safety laws and regulations, including but not limited to the Health and Safety at Work etc Act 1974.

14.5 Where the Supplier is reliant on data processing (whether personal or non-personal) in order to provide the Services, the Supplier shall:

- (a) at all times comply with the Cybersecurity Requirements; and
- (b) maintain at least the minimum level of Cyber Essentials certification (or an equivalent level of cybersecurity) at all times, and ensure that its systems and supply chains have security measures in place appropriate to the Confidential Information and Personal Data handled under this Contract.

14.6 The Supplier warrants and undertakes that it is competent and qualified to undertake the Services and will satisfy all obligations imposed upon it by any applicable health and safety legislation.

14.7 Where the Supplier provides Services on the Site or within other Sanctuary premises the Supplier shall ensure that:

- (a) it adheres to Sanctuary's HSSE requirements and safety regulations;
- (b) it reports incidents, near accidents and other HSSE related nonconformities to Sanctuary;
- (c) it reports personal injuries as injuries with or without absence from work. When reporting as absence from work, the Supplier shall report the number of days of absence;
- (d) it performs Safe Job Analyses (SJA) if relevant;
- (e) it carries out appropriate risk assessments and implements method statements prior to commencing provision of the Services;
- (f) the following shall be reported (if relevant):
 - (i) HSSE related conditions of importance to the Services;
 - (ii) incidents or conditions related to external environment;
 - (iii) performed safety inspections.
- (g) at the request of Sanctuary and on reasonable notice, provide such information as Sanctuary may reasonably require in respect of its obligations under the Access to

Sanctuary Housing – Terms and Conditions of Purchase September 2023

Information scheme pursuant to the Social Housing (Regulations) Act 2023.

- 14.8 Where the provision of the Goods and/or Services requires any of the Supplier's employees, volunteers or sub-contractors to work in a Regulated Activity with children and/or vulnerable adults, the Supplier will make, or shall procure to be made, checks in respect of such employees, volunteers and sub-contractors with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant legislation and that the appropriate check of the Children's Barred List relating to the protection of children.
- 14.9 The Supplier will ensure that all enhanced checks for a Regulated Activity including the appropriate barred list check or checks, and made pursuant to Condition 14.8, are renewed every three years.
- 14.10 The Supplier will comply with, or shall procure compliance with, the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of all relevant employees, volunteers and sub-contractors engaged in a Regulated Activity.
- 14.11 The Supplier will not employ or engage any person or continue to employ or engage any person to provide the Regulated Activities who is prevented from carrying out such activities under the Safeguarding of Vulnerable Groups and will notify Sanctuary immediately of any decision to employ such person in any role in connection with the Contract or any other agreement or arrangement with Sanctuary.
- 14.12 The Supplier shall comply with any guidelines and/or codes of practice issued by Sanctuary when selecting and/or recruiting personnel who may have substantial and/or unsupervised access to children and vulnerable adults.
- 14.13 Subject to Condition 14.3, where the provision of the Goods and/or Services does not require any of the Supplier's employees, volunteers or sub-contractors to work in a Regulated Activity but where the Supplier's employees, volunteers or sub-contractors may nonetheless have contact

with children and/or vulnerable adults the Supplier shall in respect of such employees, volunteers and sub-contractors:

- (a) carry out, or procure the carrying out of, Employment Checks; and
 - (b) carry out, or procure the carrying out of, such other checks as may be required by the DBS from time to time throughout the term of the Contract.
- 14.14 Neither the Supplier nor any sub-contractors are to have direct contact with children and/or vulnerable adults during any delivery or attendance at the premises. The Supplier shall ensure that those engaged in undertaking the duties under this Contract, employees, servants, agents and others are of suitable standing and good character.
- 14.15 Where the CDM Regulations are applicable to the Services being provided by the Supplier:
- (a) the Principal Designer and Principal Contractor (as defined in the CDM Regulations) shall be confirmed in the Order.
 - (b) (where the Supplier is the Principal Designer and/or the Principal Contractor) the Supplier undertakes to Sanctuary that in relation to the Services and the Site it will comply with applicable CDM Regulations.
 - (c) (where the Supplier is not the Principal Designer and/or Principal Contractor) Sanctuary shall ensure that the Principal Designer and/or Principal Contractor carries out its duties under the CDM Regulations.

15 TERMINATION

- 15.1 Without affecting any other right or remedy available to it, Sanctuary may immediately terminate the Contract by giving notice in writing to the Supplier if:
- (a) in relation to the supply of Goods, prior to delivery;
 - (b) in relation to the supply of Services, at any time (Sanctuary to pay the Supplier on a pro rata basis for Services already provided);

- (c) if the Supplier commits a material breach of any of its obligations under the Contract which is incapable of remedy;
 - (d) if the Supplier commits a breach of its obligations under the Contract which is capable of remedy and fails to remedy it or persists in such breach after 14 days of having been required in writing to remedy or desist;
 - (e) if the Supplier:
 - (i) becomes or is reasonably likely to become insolvent, enters into individual voluntary arrangement, liquidation, winding up, receivership or administrative receivership, administration, a corporate voluntary arrangement or compromises any debts with creditors;
 - (ii) ceases, or appears in the reasonable opinion of Sanctuary likely or is threatening to cease, to carry on all or a substantial part of its business;
 - (iii) undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).
- immediately return to Sanctuary (or if Sanctuary so requests by notice in writing within ten days of the date of termination, destroy or (in the case of electronic data) delete) all data, information and software relating to this Contract together with any other materials provided to it by Sanctuary in its possession at the date of termination including all Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information; and
- (d) if the Supplier is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by Condition 16.2(c), it shall notify Sanctuary in writing of such retention, giving details of the documents or materials that it must retain.

16.3 Pursuant to Condition 16.2(c) in respect of electronic data:

- (a) if Sanctuary elects for deletion, rather than return, of electronic data, the Supplier shall as soon as reasonably practicable ensure that all copies (except any documents and materials referred to in Condition 16.2(d)) of such electronic data are deleted from the Supplier's systems such that it can no longer be used by the Supplier and/or any of its supply chain;
- (b) if Sanctuary elects for return rather than deletion of electronic data, the Supplier shall use reasonable commercial efforts to fulfil such request by delivering the most recent backup of such data within 30 days of its receipt of notice from Sanctuary,

provided always that if Sanctuary makes no such election within ten days following the date of termination the Supplier shall delete any of the electronic data in its possession in accordance with the provisions of Condition 16.3(a) above.

16 CONSEQUENCES OF TERMINATION

- 16.1 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 16.2 Upon termination of the Contract for any reason whatsoever:
 - (a) the relationship of the parties shall cease save as (and to the extent) expressly provided for in Condition 16.2(b);
 - (b) the provisions of any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
 - (c) subject to Condition 16.2(d), Condition 16.3 and, as applicable, the Schedule to this Contract, the Supplier shall

Sanctuary Housing – Terms and Conditions of Purchase September 2023

17 TRANSFER REGULATIONS

17.1 It is the parties' intention that neither the commencement nor the termination of the Contract or of any of the Services will give rise to a relevant transfer pursuant to the Transfer Regulations.

17.1 In addition to any other remedy available to Sanctuary, the Supplier shall indemnify, defend and hold harmless Sanctuary and any New Supplier and their respective directors, officers and employees in full and on demand from and against any and all Employment Liabilities howsoever arising whether wholly or in part arising directly or indirectly foreseeable or not, which are or which may be incurred, suffered or paid by Sanctuary or any New Supplier in relation to any individual who claims that their employment or liabilities in connection with their employment transfer to Sanctuary or a New Supplier under the Transfer Regulations including any Employment Liabilities relating to the termination of employment of any such individual.

18 CONFIDENTIALITY

18.1 If the parties have entered into a confidentiality agreement prior to the date of this Contract, such confidentiality agreement shall automatically terminate when this Contract comes into existence under Condition 2.3.

18.2 Each party undertakes that it shall not disclose to any person any Confidential Information of the other party, except as permitted by Condition 18.3.

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

- (a) to its employees, officers, directors, group companies, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this Condition 18.3; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.4 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

18.5 This Condition 18 shall survive termination of the Contract.

19 FREEDOM OF INFORMATION

19.1 The Supplier acknowledges that to the extent applicable to Sanctuary, and subject to the requirements of FOIA, FOISA, the EIRs and EISRs the Supplier shall:

- (a) promptly and fully assist and cooperate with Sanctuary to enable Sanctuary to comply with its Information disclosure obligations under the EIRs, EISRs, FOIA and FOISA;
- (b) provide Sanctuary with a copy of all information belonging to Sanctuary requested in the Request for Information which is in its possession or control in the form that Sanctuary requires within 2 Business Days (or such other period as Sanctuary may reasonably specify) of Sanctuary's request for such information;
- (c) provide all necessary assistance and co-operation as reasonably requested by Sanctuary in connection with any such Information, to enable Sanctuary to comply with its obligations under the FOIA, FOISA, EIRs or EISRs; and
- (d) shall not respond directly to a Request for Information unless authorised in writing to do so by Sanctuary.

19.2 If the Supplier submits any information to Sanctuary which it considers confidential or sensitive, the information will only be protected against disclosure by Sanctuary if it is marked as such at the time of disclosure and if in Sanctuary's reasonable opinion it qualifies under one of the exemptions set out in the FOIA, FOISA, EIRs or EISRs. Sanctuary's decision on this will be final.

19.3 The Supplier acknowledges that in respect of a Request for Information made to Sanctuary, Sanctuary may disclose information relating to the appointment of the Supplier under this Contract to third parties, subject to certain

Sanctuary Housing – Terms and Conditions of Purchase September 2023

exemptions under FOIA, FOISA, the EIRs or EISRs. The Supplier further accepts and acknowledges that the decision to disclose information and the application of any such exemptions under FOIA, FOISA, the EIRs or EISRs that would apply to the Request for Information will be at Sanctuary's sole discretion.

20 GENERAL

- 20.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Sanctuary.
- 20.2 Sanctuary may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Supplier.
- 20.3 A person who is not a party to the Contract has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract, save that any Sanctuary Group Company may enforce this Contract.
- 20.4 The Supplier shall not pledge the credit of Sanctuary (or Sanctuary Group Company) nor represent itself as being Sanctuary (or any Sanctuary Group Company) nor an agent, partner, employee or representative of Sanctuary (or Sanctuary Group Company's group) and the Supplier shall not hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of Sanctuary (or any Sanctuary Group Company). Nothing in the Contract, and no action taken by the parties pursuant to the Contract creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 20.5 The Supplier shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any other property of Sanctuary in the Supplier's possession, in respect of any sums owed by Sanctuary to the Supplier under the Contract or otherwise.
- 20.6 This Contract sets out the entire agreement between the parties, and overrides any prior

correspondence or representations relating to its subject matter.

- 20.7 Nothing in Condition 20.6 will exclude any liability in respect of misrepresentations made fraudulently.
- 20.8 If at any time any part of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.
- 20.9 The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of the Contract shall be in writing. The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 20.10 No purported alteration or variation of the Contract shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.
- 20.11 Any notices sent under this Contract must be in writing and may be served by personal delivery or by sending the notice by registered post, at the address given above or the relevant party's registered company address and every such notice shall be deemed to have been served upon delivery if served by hand or at the expiration of two (2) days after despatch of the same if delivered by registered post.
- 20.12 To prove service of any notice it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted in the manner set out above.

21 LAW AND JURISDICTION

21.1 The Contract, these Conditions and any issues, disputes or claims arising out of, or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be

governed by, and construed in accordance with, the laws of England and Wales.

21.2 All disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

SCHEDULE - DATA PROCESSING

DEFINITIONS

In this Schedule the following words and expressions shall have the following meanings:

Data Loss Event any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

Data Protection Impact Assessment an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Subject Request a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Laws to access their Personal Data

Personal Data Breach takes the meaning given to it in the Data Protection Laws;

Protective Measures appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it including those outlined in this Schedule;

Sub-processor any third party (including a sub-contractor) appointed to process Personal Data on behalf of a Processor in relation to this Contract.

1. The parties acknowledge that Sanctuary is a Controller and the Supplier is a Processor in relation to Personal Data. The only processing that the Processor is authorised by the Controller to do is listed in this Schedule and may not be determined by the Processor.
2. The parties agree that the Supplier shall send any communications in relation to Data Protection to Sanctuary by email at dataprotection@sanctuary.co.uk and Sanctuary shall communicate with the Supplier by email at the email address given in the Data Processing Particulars Form.
3. To the extent not stated elsewhere in this Contract, this Schedule sets out the following information in relation to the Personal Data:
 - a) subject matter of the Processing;
 - b) duration of the Processing;
 - c) nature and purpose of the Processing;
 - d) type of Personal Data;
 - e) categories of Data Subject; and
 - f) plan for return and/or destruction of Personal Data.
4. The Supplier shall not less than once every twelve months during the term of this Contract:
 - a) review this Schedule to ensure that it remains up-to-date; and
 - b) agree any changes required with Sanctuary in writing;
 - c) complete and return the Data Processing Particulars Form to Sanctuary (which may be

Sanctuary Housing – Terms and Conditions of Purchase September 2023

updated from time to time); and

- d) provide any other information requested by Sanctuary on an annual basis.
- 5. To the extent it is obliged under the Data Protection Legislation, the Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule. This requirement does not apply where the Supplier employs fewer than 250 staff.
- 6. The Supplier shall allow for audits of its Personal Data processing activity by the Sanctuary or Sanctuary's designated auditor.
- 7. Each party shall designate its own data protection officer if required by the Data Protection Laws.
- 8. The Supplier shall provide all reasonable assistance to Sanctuary in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of Sanctuary, include:
 - a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 9. The Supplier shall:
 - a) Process the Personal Data only on the documented instructions of Sanctuary and in the performance of any obligation in this Schedule and ensure it takes steps and shows its personnel and those of its sub-contractors only process Personal Data on documented on the documented instructions from Sanctuary, unless required to do otherwise by applicable law. If the Supplier is aware or of the opinion that any instruction given by Sanctuary breaches the Data Protection Laws or data protection law of any European Union member state, the Supplier shall immediately inform Sanctuary of this, giving details of the breach or potential breaches in writing;
 - b) ensure that:
 - i) its personnel, employees, agents, contractors or Third Party do not process Personal Data except in accordance with this Schedule and the completed Data Processing Particulars Form;
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any of its personnel, employees, agents, contractors or Third Party who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Supplier's duties under this paragraph;
 - B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any Third Party unless directed in writing to do so by Sanctuary or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data;

Sanctuary Housing – Terms and Conditions of Purchase September 2023

- c) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which Sanctuary may reasonably reject (but failure to reject shall not amount to approval by Sanctuary of the adequacy of the Protective Measures), having taken account of the:
 - i) nature of the data to be protected;
 - ii) harm that might result from a Data Loss Event;
 - iii) state of technological development; and
 - iv) cost of implementing any measures;
 - d) where applicable, notify Sanctuary immediately (in any event within 48 hours) if it:
 - i) receives a Data Subject Request (or purported Data Subject Request);
 - ii) receives a request to rectify, block or erase any Personal Data;
 - iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
 - iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - v) receives a request from any Third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Applicable Laws; or
 - vi) becomes aware of a Data Loss Event, in which case, in addition, in order to comply with its own legal obligations of keeping the data secure, will immediately take internal steps in order to mitigate the breach.
10. Where applicable, the Supplier's obligation to notify Sanctuary under paragraph 9(f) above shall include the provision of further information to Sanctuary in phases, as details become available.
11. Taking into account the nature of the Processing, the Supplier shall provide Sanctuary with full assistance in relation to Sanctuary's obligations under Data Protection Laws and any complaint, communication or request referred to under paragraph 9(f) (and insofar as possible within the timescales reasonably required by the Sanctuary) including by promptly providing:
- a) Sanctuary with full details and copies of the complaint, communication or request;
 - b) such assistance as is reasonably requested by Sanctuary to enable Sanctuary to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Laws;
 - c) at Sanctuary's request, any Personal Data it holds in relation to a Data Subject;
 - d) assistance as requested by Sanctuary following any Data Loss Event;
 - e) assistance as requested by Sanctuary with respect to any request from the Information Commissioner's Office, or any consultation by Sanctuary with the Information Commissioner's Office.
12. Other than the parties set out in the Data Processing Particulars Form, the Supplier shall not appoint any third-party as Sub-processor including a consultant, sub-contractor, agent or professional advisor or any other third-party which may receive and/or have access to Personal Data without prior written consent of Sanctuary.
13. If Sanctuary consents to the appointment of any Sub-processor under paragraph 12, the Supplier shall put in place in writing with any Sub-processor contractual obligations which are at least

Sanctuary Housing – Terms and Conditions of Purchase September 2023

equivalent to the obligations imposed on the Supplier pursuant to this Schedule and include obligations which provide sufficient guarantees from the Sub-processor that the processing meets the requirements of the Data Protection Laws. The Supplier shall be liable to Sanctuary for any failure of any Sub-processor to comply with such equivalent data protection obligations (including where the Supplier is in breach of its obligations to put such obligations in writing with the Sub-processor).

14. The Supplier shall either:
 - a) securely destroy the Personal Data (including all copies of it); or
 - b) return the Personal Data (including all copies of it) to Sanctuary in the format required by Sanctuary which retains the integrity of the data;at any time upon request by Sanctuary or promptly upon termination or expiry of the Contract;
15. The Supplier shall indemnify and keep indemnified Sanctuary against all costs, claims, losses, damages, fines and expenses (including legal expenses suffered or incurred by Sanctuary arising out of or in connection with any breach of the Data Protection Laws or any obligation of this Schedule by the Supplier, its Sub-processor and/or its representatives.

APPENDIX – CODE OF CONDUCT

Accessible at [Supplier-code-of-conduct-2025.pdf](#)

Acceptance of Terms and Conditions of Purchase (September 2023)

I confirm that I,

- have authority to act for and on behalf of _____, and
- accept the Terms and Conditions of Purchase ☐ dated _____

Data Processing Particulars Form

If [full Supplier company name] is Processing Personal Data, please complete and return this form to Sanctuary. Sanctuary may contact you to clarify entries as necessary.

Description	Details
Subject matter of the Processing	
Duration of the Processing	
Nature and purposes of the Processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the Personal Data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of Personal Data	
Agreed Sub-processor(s)	
Supplier email address for data protection communications	