

Wesleyan Purchase Order Terms and Conditions

1. BASIS OF CONTRACT

- 1.1. Save where an agreement has been or is subsequently executed by both parties for the provision of the goods and/or services referred to in the Order, then these Conditions shall apply to the Order. All other terms which Supplier may seek to impose or incorporate, or which may otherwise be implied by trade, custom, practice or course of dealing, are hereby excluded.
- 1.2. In these terms and conditions ("**Conditions**") "**Wesleyan**" means the company which issued the applicable purchase order ("**Order**") being either Wesleyan Assurance Society ("**WAS**") (company number ZC000145 with its registered office at Colmore Circus, Birmingham, B4 6AR) or one of its "**Affiliates**" (means any entities that directly or indirectly control, are controlled by, or are under the same control as, WAS or any other entities, affiliated with WAS or its entities) and "**Supplier**" means the person, organisation or company or legal person to whom the Order is issued for the goods and/or services ("**Goods**" and/or "**Services**") and Deliverables means anything which is stated to be a Deliverable in the Order ("**Deliverables**"). "**Service Providers**" means any service provider of Wesleyan including but not limited to outsourced service providers where applicable.
- 1.3. These Conditions together with the Order comprise the contract ("**Contract**") between Wesleyan and Supplier.
- 1.4. The Order constitutes an offer by Wesleyan to purchase Goods and/or Services in accordance with these Conditions.
- 1.5. The Order shall be deemed accepted on the earlier of:
 - (a) Supplier issuing written (including by electronic means such as email) acceptance of the Order to Wesleyan; or
 - (b) any act by Supplier to start to fulfil the Order, on which date the Contract shall come into existence ("**Commencement Date**").

2. SUPPLY OF GOODS AND/OR SERVICES

- 2.1. Supplier shall from the Commencement Date and for the duration of the Contract provide the Goods and/or perform the Services (as applicable) to Wesleyan in accordance with the terms of the Contract.
- 2.2. Supplier shall meet any performance dates for the performance of Services or delivery of Goods and/or Deliverables (as applicable) specified in the Order or notified to Supplier by Wesleyan.
- 2.3. Unless otherwise stated in an Order, delivery shall be to Wesleyan's head office or such other site as may be notified to Supplier from time to time. Risk and title in the Goods shall pass to Wesleyan upon delivery. Proof of delivery shall not constitute acceptance of the Goods and/or Services.
- 2.4. Supplier agrees and shall ensure that WAS, Affiliates and Service Providers are entitled to use of and/or benefit from the Goods, Services and/or any Deliverables.
- 2.5. In providing the Goods and/or performing the Services (as applicable), Supplier warrants and undertakes to:
 - (a) co-operate with Wesleyan and any Service Provider in all matters relating to the performance of the Contract, and comply with all reasonable instructions of Wesleyan and/or a Service Provider;
 - (b) perform its obligations under the Contract with a high standard of care, skill and diligence, in accordance with good practice in Supplier's industry, profession or trade using suitably skilled and experienced personnel;
 - (c) ensure that the Services and/or Deliverables and/or Goods (as applicable) conform with all descriptions and specifications set out in the Contract, be of satisfactory quality and be fit for any purpose expressly or impliedly made known to Supplier by Wesleyan;
 - (d) ensure that any Goods and any Deliverables to be supplied to Wesleyan as a result of the performance of Services shall be free from defects in workmanship, installation, design or otherwise;

- (e) obtain and at all times maintain all necessary licences and consents to enable it to perform its obligations under the Contract;
- (f) where Wesleyan items and/or data have been passed into its possession or responsibility ("**Wesleyan Materials**"), Supplier shall:
 - i. hold those Wesleyan Materials in safe custody at its own risk, and maintain Wesleyan Materials in good condition until returned to Wesleyan or deleted where applicable;
 - ii. not damage, tamper with, lose, dispose of or otherwise part with possession of Wesleyan Materials or any part of them unless expressly authorised or instructed to do so by Wesleyan or a Service Provider;
 - iii. not assert ownership or any lien over Wesleyan Materials;
 - iv. return Wesleyan Materials to Wesleyan on request at any time;
 - v. not use, copy or share with third parties, Wesleyan Materials other than for the provision of the Goods and/or Services and in accordance with Wesleyan's or a Service Provider's written instructions or authorisation;
 - vi. not use and shall ensure that no third party shall use any automated tool, bot, spider, scraper, crawler or similar technology or method to:
 - access, extract, copy, scrape, harvest or otherwise obtain any Wesleyan Materials; or
 - otherwise interact with any output arising from the Goods and/or Services;
 other than as part of the delivery of such Goods and/or Services;
 - vii. not and shall ensure that no third party shall, without Wesleyan's express written consent, use any output from the Goods and/or Services or any part thereof, or any Wesleyan Materials, for the purpose of constructing, training, fine-tuning or developing any dataset or for any artificial intelligence or machine learning model or system outside the delivery of the Goods and/or Services; and
- (g) not do or omit to do anything which may cause Wesleyan or a Service Provider to lose or incur any changes to any licence, authority, consent or regulatory permission on which it relies for the purposes of conducting its business, and Supplier acknowledges that Wesleyan or a Service Provider may rely on the Goods and/or Services.

3. WESLEYAN REMEDIES

- 3.1. If Supplier fails to perform the Contract by the applicable dates or otherwise in accordance with its obligations, Wesleyan may, without limiting its other rights or remedies:
 - (a) reject the Goods, Services or Deliverables (in whole or in part) and return them to Supplier at Supplier's own risk and expense (and Wesleyan shall be relieved of its obligation to pay for any such Goods and any associated Services);
 - (b) require Supplier to repair or replace the rejected Goods, re-perform the Services and/or re-submit Deliverables;
 - (c) terminate the Contract with immediate effect by giving written notice to Supplier;
 - (d) refuse to accept any subsequent performance of the Contract which Supplier attempts to make;
 - (e) recover from Supplier any costs incurred by Wesleyan or a Service Provider in obtaining substitute goods or services from a third party;
 - (f) require the Supplier to refund to Wesleyan any monies that have been paid in advance for Goods and/or Services; and/or

- (g) claim damages for any additional costs, loss or expenses incurred by Wesleyan or a Service Provider which are in any way directly attributable to Supplier's failure to meet such dates or failure to perform the Contract in accordance with its obligations.
- 3.2. These Conditions shall extend to any substituted or remedial goods and/or services and/or deliverables provided by Supplier.
- 3.3. Wesleyan's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
- 4. **COMPLIANCE**
- 4.1. In supplying the Goods and/or performing the Services Supplier shall comply with and shall procure that its employees, advisors and subcontractors comply with:
 - (a) all applicable laws, statutes, regulations and codes from time to time in force, including, without limitation, the Bribery Act 2010 ("**BA**"), data protection legislation, the Health & Safety at Work Act 1974, the Environmental Protection Act 1990, the Management of Health and Safety at Work Regulations 1999, Modern Slavery Act 2015 ("**MSA**"), Criminal Finances Act 2017 and all other legislation and other requirements of any relevant government or governmental agency from time to time ("**Applicable Laws**"); and
 - (b) any policies, procedures, instructions and guidelines as notified to Supplier by Wesleyan or a Service Provider from time to time, including those relating to site, security and health & safety when present at Wesleyan's sites.
- 4.2. Supplier confirms that:
 - (a) it maintains adequate procedures designed to prevent bribery and appropriate anti-bribery and corruption policies and procedures;
 - (b) it shall not do (or fail to do) anything to damage or place at risk Wesleyan's physical property, intellectual property, rights, licences, authorities, consents, data (including personal data), reputation, staff or customers or those of a Service Provider;
 - (c) neither it nor any of its officers, employees, agents or subcontractors have committed any offence under the MSA or BA;
 - (d) it has not been notified that it nor any of its officers, employees, agents or subcontractors are subject to an investigation relating to any alleged offence or prosecution under the MSA or BA, and it is not aware of any circumstances which might give rise to such an investigation or prosecution; and
 - (e) it will notify Wesleyan immediately if it becomes aware of any actual or potential breach of the MSA or BA by it, its officers or employees, or by any subcontractor engaged by it.
- 4.3. Supplier shall:
 - (a) co-operate with any regulatory authority in connection with the Contract;
 - (b) promptly inform Wesleyan in writing, giving details of the circumstances, reasons and likely duration, if it becomes aware of anything of whatsoever nature and whether or not the result of any act or omission on the part of Supplier, its employees, advisors and/or subcontractors which may prevent or cause a material impact to Supplier fulfilling its obligations in accordance with the Contract or is contrary to Applicable Laws;
 - (c) provide such information about itself, its business and its subcontractors to Wesleyan and to Wesleyan's nominated third party supplier risk management software provider (as updated from time to time), at its own cost as Wesleyan may reasonably require for ongoing supplier assurance and due diligence purposes;
 - (d) maintain full records of its performance under the Contract and shall make such records available to Wesleyan upon request; and

- (e) respond to any requests for information from Wesleyan from time to time relating to Supplier and its performance of the Contract.
- 5. **CHARGES AND PAYMENT**
- 5.1. The charges for the Goods and/or Services shall be set out in the Order, and no other charges (e.g. out-of-pocket expenses or delivery costs) shall be payable.
- 5.2. Except where stated otherwise, Supplier shall invoice Wesleyan on or following completion of the Contract and after acceptance by Wesleyan of any Deliverables. Supplier shall ensure that each invoice shall be a valid VAT invoice (where applicable) and include supporting information as reasonably required by Wesleyan to verify the accuracy of the invoice and identify which Goods and/or Services it relates to, together with the relevant purchase order number. Supplier shall send all invoices to Wesleyan by email to purchaseledger@wesleyan.co.uk.
- 5.3. Provided that Supplier has sent an invoice which is correctly raised in accordance with the Contract, then in consideration of the supply of the Goods and/or performance of the Services by Supplier, Wesleyan shall pay the invoiced amounts within 30 days of the date of receipt of such invoice. Wesleyan shall make payment to the UK bank account nominated in writing by Supplier.
- 6. **INTELLECTUAL PROPERTY RIGHTS**
- 6.1. Nothing in these Conditions shall transfer ownership of any intellectual property rights of either party which subsisted prior to entering into the Contract ("**Pre-Existing Rights**").
- 6.2. Supplier grants to WAS, its Affiliates and any Service Provider a perpetual and fee-free licence to use its Pre-Existing Rights relating to any Goods, Services, Deliverables or any other items supplied to Wesleyan under the Contract, if and to the extent that use of such rights is necessary in order for WAS, its Affiliates or any Service Provider to use or possess such Goods, Services, Deliverables or other items.
- 6.3. Supplier indemnifies WAS, its Affiliates and Service Providers against all claims, demands, actions, proceedings, damages, losses, costs and expenses in relation to any claims that the Goods and/or Services or WAS's, an Affiliates' or a Service Providers' use of the Deliverables infringes the intellectual property rights of any third party.
- 6.4. If any intellectual property rights arise or are created in the course of Supplier performing its obligations under the Contract, then such rights shall be deemed to belong to Wesleyan. If and to the extent that any such rights accrue to Supplier through operation of law, then Supplier shall be deemed to assign such rights to Wesleyan (and procure that any subcontractor assigns any such rights to Wesleyan) with effect from the date such rights arise and shall do all acts and enter into any agreement to give effect to this Condition 6.
- 7. **SECURITY OBLIGATIONS**
- 7.1. Supplier shall (and shall procure that any subcontractors shall):
 - (a) implement and maintain appropriate technical and organisational measures (including without limitation, maintaining policies and internal controls relating to system access, encryption, back-up, testing, business continuity, disaster recovery and incident management), in accordance with good industry practice, to protect against the risks of:
 - i. unauthorised access to or hacking of Supplier's network;
 - ii. unauthorised or unlawful copying, disclosure, processing or other use of Wesleyan's confidential information and personal data, including without limitation, theft of, accidental loss or destruction of, or damage to, the same; and
 - iii. introducing any computer virus or other contamination onto the Wesleyan's hardware, software and IT systems;

- (b) utilise appropriate encryption measures consistent with good industry practice when transmitting or receiving confidential information and/or personal data from or to Wesleyan or any permitted third party by email or other means outside of Supplier's network; and
- (c) not act as a processor of personal data for WAS or its Affiliates nor access Wesleyan's IT systems unless it has agreed to additional addendums to the Contract.

8. INSURANCE

During the term of the Contract and for such reasonable period which is appropriate considering the Goods and/or Services or Deliverables but for at least 2 years thereafter, Supplier shall maintain in force, with a reputable insurance company, adequate and appropriate insurance and provide evidence of such upon request.

9. TERMINATION

9.1. Without affecting any other right or remedy available to it, Wesleyan may suspend or terminate the Contract:

- (a) with immediate effect by giving written notice to Supplier if:
 - i. there is a change of control of Supplier (control shall be as defined in section 1124 of the Corporation Tax Act 2010); or
 - ii. Supplier's financial position deteriorates to such an extent that in Wesleyan's opinion, Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - iii. Supplier commits a breach of Conditions 4, 7 and/or 11.3.

(b) for convenience by giving Supplier not less than 14 days' written notice.

9.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering into bankruptcy, individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the Insolvency Act 1986; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

9.3. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, Supplier shall immediately deliver to Wesleyan all Deliverables whether or not then complete and return all Wesleyan Materials. Until they have been returned or delivered, Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.

11. GENERAL

11.1. 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 if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 14 days, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

11.2. ASSIGNMENT AND OTHER DEALINGS. Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the other party.

11.3. CONFIDENTIALITY

(a) Supplier undertakes that it shall not at any time during or after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Wesleyan Materials, customers, clients or suppliers of the other party, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(b) Supplier shall not use Wesleyan's confidential information for any purpose other than to perform its obligations under the Contract.

(c) Supplier shall not (and shall procure that no subcontractor shall) make any announcement or otherwise publicise the existence of the parties' relationship (including, without limitation, by way of press release or other public disclosure) or disclose to any person the existence of or provisions of this Contract without the prior written consent of Wesleyan.

11.4. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Goods, Services and/or Deliverables as detailed in the related Order.

11.5. VARIATION. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The consent of WAS (where WAS is not the company on the applicable purchase order) or any other Affiliate is not required to vary or terminate the Contract.

11.6. NOTICES. Any notice under the Contract shall be in writing and delivered by prepaid post or email or such other address as that party may have specified to the other party in writing from time to time, provided that in the case of notices sent by email, a confirmation copy of the notice is sent to the recipient by pre-paid post as set out in this Condition. Notices sent by email to the Wesleyan shall be sent to legal@wesleyan.co.uk.

11.7. WAIVER. The waiver by either party of any breach of the Contract will not prevent the subsequent enforcement of that provision and will not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of the Contract will be in writing.

11.8. THIRD PARTIES. No one other than a party to the Contract or an Affiliate of Wesleyan shall have any right to enforce any of its terms.

11.9. GOVERNING LAW AND JURISDICTION. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.