

THE WASTE AND RESOURCES ACTION PROGRAMME (WRAP) GOODS AND SERVICES PURCHASE ORDER TERMS AND CONDITIONS

These Terms and Conditions comprise the WRAP Goods and Services Purchase Order Terms and Conditions and shall govern the purchase by WRAP of goods and services set out in a purchase order issued by WRAP and in any purchase specification to such purchase order ('Purchase Order').

In these Terms and Conditions the expression 'Goods' shall mean the goods specified in a Purchase Order, and the expression 'Services' shall mean the services to be provided by the supplier as set out in a Purchase Order together with all documents, products and materials developed by the supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media.

Together with an applicable Purchase Order, these Terms and Conditions form the contract for the purchase and provision of Goods and Services between WRAP ('WRAP') and the supplier ('the Supplier') and is referred to herein as 'the Contract'. No other terms or conditions shall form part of the Contract unless agreed in writing between WRAP and the Supplier.

The Contract shall be deemed to have been accepted without variation in the event that the Supplier supplies the Goods and/or commences providing any of the Services.

References to WRAP's Reporting Requirements in para 2 shall be to WRAP's reporting requirements set out at <http://www.wrap.org.uk/sites/files/wrap/WRAP%20Reporting%20Requirements.pdf> as they may be varied from time to time.

1. SUPPLY OF GOODS

- 1.1 By accepting this Purchase Order, the Supplier undertakes that:-
- 1.1.1 the Goods shall correspond with their description and any specifications set out in the Purchase Order;
 - 1.1.2 the Goods shall 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 WRAP, expressly or by implication;
 - 1.1.3 the Goods shall be free from defects in design, materials and workmanship;
 - 1.1.4 the Goods comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - 1.1.5 at all times the Supplier has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods;
 - 1.1.6 the Goods shall be properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 1.1.7 each delivery of Goods shall be accompanied by a delivery note which shows the date of the Order, WRAP's Purchase Order number, and the type and quantity of the Goods; and
 - 1.1.8 the Goods shall be delivered to the delivery address set out in the relevant Purchase Order.
- 1.2 Title and risk in the Goods shall pass to WRAP on completion of delivery.

2. SUPPLY OF SERVICES

- 2.1 By accepting this Purchase Order, the Supplier undertakes:-
- 2.1.1 to carry out, or procure the carrying out of, the Services with the competence, skill, care and due diligence that might reasonably be expected of a Supplier that has held itself out to be a suitably qualified and experienced professional in all aspects of the performance of the Services and that such Services shall comply with the implied terms set out in the Supply of Goods and Services Act 1982 (as may be amended);
 - 2.1.2 to use personnel who are suitably skilled and experienced to perform tasks assigned to them,

and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

- 2.1.3 to ensure that the Services conform with all descriptions and specifications set out in the Purchase Order;
 - 2.1.4 to co-operate with WRAP in all matters relating to the Services, and comply with all of WRAP's instructions;
 - 2.1.5 to produce all reports required for the Services in accordance with WRAP's Reporting Requirements. WRAP reserves the right to have the reports professionally edited at Supplier's expense where the Supplier delivers reports that do not comply with WRAP's Reporting Requirements;
 - 2.1.6 to complete the Services within the dates specified in the Purchase Order and time shall be of the essence;
 - 2.1.7 to ensure that any permits, licences or exemptions necessary to undertake the Services described in the Purchase Order are in place; and
 - 2.1.8 to inform WRAP of any approach from a regulator or judicial or government body regarding any regulatory problems that would inhibit Supplier's ability to undertake the Services.
- 2.2 The Supplier warrants and undertakes to WRAP that in relation to the performance of the Services, the Supplier will provide independent and unbiased advice, recommendations and reports.

3. PAYMENT

- 3.1 WRAP agrees to pay the Supplier:-
- 3.1.1 Milestone Payments, where included in the Purchase Order, following receipt of satisfactory invoices raised upon satisfactory performance in full of each Milestone; or
 - 3.1.2 where no Milestones are included in the Purchase Order, the total amount shown excluding any expense, following receipt of an invoice raised after satisfactory performance in full of the Services or delivery in full of the Goods in accordance with the Supplier's obligations, as applicable; and
 - 3.1.3 in either case, out-of-pocket expenses reasonably incurred by the Supplier in the proper performance of the Services, in

aggregate up to the Contract Expenses amount indicated on the Purchase Order or otherwise in these Terms and Conditions, which have been agreed in advance by WRAP and are in accordance with the current WRAP rates for expenses.

- 3.2 All amounts payable by WRAP under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ('VAT'). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to WRAP, WRAP shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 3.3 All invoices submitted by the Supplier must be sent to the Finance Department at WRAP, by post to WRAP's head office or by email to accounts@wrap.org.uk. All invoices must be on Supplier's headed paper and quote:
- The Purchase Order number; and
 - The Milestone completed (if applicable); and
 - The amount of payment requested; and
 - The Supplier's bank details.

WRAP reserves the right to return, without payment, invoices not containing the above information. Invoices not addressed as above and not containing the required information may be delayed and not paid within WRAP's payment terms. WRAP will pay undisputed invoices within 30 days of being satisfied that payment is due.

4. INSURANCE AND RECORD KEEPING

- 4.1 The Supplier will maintain with reputable insurers public liability and professional indemnity insurance covers for at least the relevant amounts set out in the table below in connection with the provision of the Goods and Services and provide evidence of such insurance to WRAP on request.

| Insurance and liability requirements | Total cost of Goods & Services excluding VAT | | |
|--------------------------------------|--|---------------|---------------|
| | Up to £5,000 | Up to £50,000 | Above £50,000 |
| Minimum Public liability cover | £500,000 | £1,000,000 | £5,000,000 |
| Minimum Professional Indemnity | £500,000 | £1,000,000 | £5,000,000 |

- 4.2 The Supplier shall retain all and any documents required for verification of the supply of Goods or Services for at least six years following completion or termination of the Contract. The Supplier shall allow WRAP and a partner to WRAP that is funding the supply of the Goods or Services to audit the Supplier's records relating to its provision of the Goods or Services both during the period of the Contract and up to five years following completion or termination of the Contract. In addition, for the same time period, the Supplier shall allow WRAP and a partner to WRAP that is funding the supply of the Goods or Services and their authorised personnel access to the Supplier's site or premises from where the Goods or Services are being supplied and to all documents relating to the technical and financial management of the supply of the Goods or Services.

5. PUBLICATION, CONFIDENTIALITY,

INTELLECTUAL PROPERTY

- 5.1 Supplier will not publish or otherwise disclose any information supplied by WRAP or any of the results arising from the Services or about the provision of the Services, without the prior written consent of WRAP and will acknowledge WRAP in any publicity material in respect of the Services and Supplier will ensure links are provided to original WRAP material where appropriate.
- 5.2 Supplier shall at all times adhere fully with all obligations and restrictions required by WRAP in relation to the holding and processing of personal data that is held by WRAP to which the Supplier has access or that is otherwise provided to the Supplier, or which the Supplier receives or has access to through the Services, to ensure that the Supplier for itself and as a representative of WRAP complies fully with the obligations set out in Article 28(3)(a-h) and Article 32 of the General Data Protection Regulation (EU) 2016/679 as may be amended from time to time and implemented into UK national law.
- 5.3 Supplier undertakes to maintain in confidence and not use for any purpose other than the performance of the Contract all information acquired or generated in consequence of the Contract or otherwise relating to WRAP which comes into its possession save where such information:
- is in the public domain;
 - enters the public domain lawfully and through no breach of any obligation of confidentiality;
 - is disclosed to Supplier by a third party acting lawfully;
 - is the subject of the express consent of WRAP for publication or disclosure; or
 - is required to be disclosed by law.
- 5.4 Each of WRAP and the Supplier shall retain ownership of all their respective existing Intellectual Property in existence at the date of the Contract including the development of that Intellectual Property during the provision of the Services. The expression 'Intellectual Property' shall mean all and any current and future patents, trademarks (whether registered or unregistered), design rights, registered designs, trade or business names, know-how (including commercial know-how), copyright, (including rights in computer software and data), database rights, discoveries and inventions, confidential information and any other intellectual property rights of whatever nature and in every case in every part of the world and whether or not registered.
- 5.5 All Intellectual Property created by the Supplier (or any employee or person engaged by the Supplier) as an integral part of the Services or Goods shall vest in and be the property of WRAP and Supplier shall and hereby assigns to WRAP (by way of present and future assignation) all such Intellectual Property.
- 5.6 Supplier hereby grants to WRAP a non-exclusive, irrevocable, royalty free, perpetual licence (but with the right to grant sub-licences and transferable only for the purposes of publishing and disclosure) in respect of Supplier's Intellectual Property Rights in existence at the date of the Contract which in the reasonable opinion of WRAP are necessary for WRAP to use, publish and/or disclose details of the Services and all or any of the other data, information or knowledge relating to the Services.
- 5.7 If the Goods, or any material provided by Supplier in

connection with the Services to be published and distributed by WRAP, are subject to rights owned by third parties, including text, designs, photographs, data and artwork in any format and in any media, Supplier must at its own cost either obtain an assignment of the copyright for the benefit of WRAP, or a licence/permission in appropriate form, for WRAP and its licensees and assigns to have unrestricted use of the material worldwide in all media, unless otherwise agreed in writing with WRAP. Supplier must send evidence of such copyright ownership and/or all necessary licences and permissions prior to or at the same time as delivering such Goods or submitting such material to WRAP together with full details of any conditions or limitations on the use of the materials. Supplier must include all required and necessary ownership accreditation for copyright materials included in any materials provided to WRAP as an output of the Services.

6. ANTI-CORRUPTION, NO CONFLICT OF INTEREST AND NO DISCRIMINATION

WRAP has a zero tolerance stance towards fraud, bribery and corruption and expects its staff and suppliers or anyone employed by them or acting on their behalf to demonstrate such standards. WRAP's Anti-Fraud, Bribery & Corruption policy is available at <https://wrap.org.uk/sites/files/wrap/Anti-Fraud-Bribery-and-Corruption-Policy.pdf>

- 6.1 The Supplier shall not offer or give or agree to give any employee of WRAP any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract or any other contract for WRAP or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract for WRAP.
- 6.2 Any breach of this provision by the Supplier or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Supplier) or the commission of any offence by the Supplier or by anyone employed by it or acting on its behalf under the Bribery Act 2010, in relation to the Contract or any other agreement for WRAP, shall entitle WRAP to terminate the Contract and recover from the Supplier the amount of any loss resulting from such termination.
- 6.3 The Supplier must ensure that no conflict arises or appears to arise between its duties under the Contract and its private interests, financial or otherwise. WRAP should be consulted immediately if there is any uncertainty about whether any such conflict of interest may exist.
- 6.4 The Supplier shall not unlawfully discriminate directly or indirectly or by way of victimisation or harassment against any person on grounds within the meaning of the Equality Act 2010 if the same has the force of law (in each case as amended), and the Supplier shall take all reasonable steps to ensure that all employees employed by and persons engaged by it in the execution of the Contract do not unlawfully discriminate. Supplier shall in addition comply with the Modern Slavery Act 2015.

7. WITHOLDING PAYMENT AND TERMINATION

- 7.1 In any of the circumstance set out below, WRAP may, at its discretion, withhold any payment due to the Supplier, terminate the Contract and/or pay the Supplier a fair and reasonable amount for the Goods

delivered and/or Services completed before the date of termination to the satisfaction of WRAP:

- 7.1.1 the Supplier ceases to trade;
- 7.1.2 an event of insolvency occurs to the Supplier;
- 7.1.3 the Supplier fails to comply with the terms of the Contract in any material respect;
- 7.1.4 any representation made by Supplier is or proves to have been incorrect or misleading in any material respect; or

7.2 WRAP will also have the right to terminate the Contract at any time by notice to the Supplier and in such circumstances WRAP will pay the Supplier a fair and reasonable amount for the Services that have been completed to the satisfaction of WRAP before the date of termination but Supplier will not be entitled to any other payment or recourse from WRAP.

7.3 On termination of the Contract, howsoever caused, Supplier will promptly provide WRAP with a full report on the status of the Services and at WRAP's direction shall either destroy or return to WRAP all information, documentation, property and materials relating to the Services within such timeframe as shall be required by WRAP.

8. ASSIGNMENT AND SUBCONTRACTING

- 8.1 Supplier shall not assign or transfer any of its rights and/or obligations under the Contract except with the prior written consent of WRAP.
- 8.2 Supplier shall not enter into any subcontract for the performance of its obligations under the Contract except with the prior written consent of WRAP. Where a subcontract has been consented to by WRAP this shall not relieve the Supplier of any of its obligations under the Contract.
- 8.3 Where the Supplier enters into a subcontract with a subcontractor for the purpose of performing the Contract or any part of it, the Supplier shall cause a term to be included in such subcontract which requires:
 - 8.3.1 such subcontractor to comply with all the general terms of the Contract relevant to the Supplier;
 - 8.3.2 such subcontractor to comply with all the specific terms of the Contract directly relevant to such subcontract; and
 - 8.3.3 payment to be made by the Supplier to the subcontractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the subcontract requirements.

9. VARIATIONS

- 9.1 WRAP may at any time provide the Supplier with a written request to alter the Goods and/or Services and the Supplier shall, acting reasonably and in good faith, and at all times in accordance with the rates set out in the original Contract, submit to WRAP a quotation for such alterations specifying what variations (if any) will be required to the Contract.
- 9.2 Upon receipt of such quotation WRAP may either:
 - 9.2.1 accept such quotation, in which case WRAP will issue an updated Purchase Order and project specification which, when accepted by the Supplier, will become binding; or
 - 9.2.2 withdraw the proposed alterations, in which case the Contract shall continue in force unchanged.

10. HEALTH AND SAFETY, ENVIRONMENTAL LAWS

- 10.1 The Supplier shall, on request, provide WRAP with a copy of its policy statement in respect of health and safety at work and details of arrangements for implementation of that policy and shall comply with any such policy, all applicable health and safety regulations and legislation. Supplier shall perform all prudent and necessary risk assessments and take such steps as are reasonably necessary to minimise to the greatest extent practicable the risk of loss or damage to persons or property in the carrying out of the Services. Supplier shall be liable for all loss or damage to WRAP and to third parties occurring during the provision of the Services.
- 10.2 The Supplier must at all times in the supply of Goods and provision of Services demonstrate commitment to resource conservation and use recycled products and materials whenever these are available at reasonable cost and are fit for purpose. Supplier shall comply with all applicable environmental laws and regulations.

11. ACTING AS AN AMBASSADOR FOR WRAP

- 11.1 The Supplier will be expected and required to establish a constructive, professional, adaptive and seamless working relationship with WRAP. The Supplier will be a representative of WRAP at all times when providing Services on an assignment for WRAP with other organisation. This will be a key element to the success of those Services.
- 11.2 The Supplier may be in receipt of commercially sensitive data and information about the operations of WRAP and other organisations for which the Services are provided. Confidentiality must be maintained in accordance with the terms and conditions of the Contract. The Supplier may also be required to sign additional specific non-disclosure obligations on the request of organisations or with whom WRAP requires the Supplier to work in the provision of the Services.
- 11.3 The Supplier must obtain WRAP’s prior written consent before pursuing any other commercial opportunity that arises with any organisation directly as a result of the provision of Services for WRAP.

12. DISPUTE RESOLUTION

- 12.1 In this provision the expression “ADR” means Alternative Dispute Resolution, and “Arbitration” means the submission of a dispute to an unbiased third person designated by the parties to the controversy, who agree in advance to comply with the award or decision to be issued after one or more hearings at which both parties have an opportunity to be heard.
- 12.2 If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of

the supply of the Goods or Services the parties shall first seek to resolve the matter between themselves within a 14 day period. A senior manager or director or equivalent person from each party shall be the nominated officer responsible for seeking resolution to the dispute. If agreement is not reached either party may give the other seven (7) days’ notice to resolve the dispute or difference through ADR in accordance with the mediation procedure of the Centre for Effective Dispute Resolution. If the parties fail to agree terms of settlement of their dispute or difference within sixty (60) days of the receipt of such notice or the party to whom the notice was given refuses to participate in the ADR procedure then the matter shall be referred to Arbitration in accordance with Clause 12.3.

- 12.3 Subject to Clause 12.4 below, if any dispute or difference which may arise between the parties in connection with or arising out of the provision of the Good or Services is referred to ADR mediation, but is not so settled as specified in Clause 12.2, then either party shall give notice to the other and such dispute or difference shall be referred to Arbitration. The parties shall agree on the appointment of a single arbitrator within 14 days after the date of such notice or in default of agreement the arbitrator shall be nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators. The Arbitration shall be conducted in accordance with the then current arbitration rules as published by the Chartered Institute of Arbitrator.
- 12.4 There are excluded from Arbitration any proceedings brought by one party against the other which arise out of the failure by that other party to comply with the provisions of any binding agreement setting out the terms upon which the dispute or difference was settled as a result of or following from the ADR mediation procedure referred to in Clause 12.2 above.

13. MISCELLANEOUS

- 13.1 No person other than the parties to the Contract (and any of their successors and permitted assignees) has any right to enforce or to enjoy the benefit of any term of the Contract.
- 13.2 The provisions of Clauses 5, 6 and 11 will survive for a period of 6 years following the termination of the Contract irrespective of the reason for termination.
- 13.3 The Contract is governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.
- 13.4 Approved Contract Expenses will be paid at WRAP’s current rate for expenses. These are included below for information.

| Expense | Rate (All subject to provision of applicable receipts) |
|----------------------------------|--|
| Motor vehicle mileage | at 45 pence per mile inclusive of VAT |
| Public transport | <u>actual cost</u> of travel – economy rate unless otherwise agreed |
| Parking, garaging and tolls | <u>actual cost</u> – based upon receipts |
| Hotel & breakfast in London | <u>actual cost</u> to a maximum of £95/night including VAT |
| Hotel & breakfast outside London | <u>actual cost</u> to a maximum of £80/night including VAT |
| Dinner (receipted) | <u>actual cost</u> to a maximum of £25 incl. VAT per overnight stay |
| Other | at a rate agreed with WRAP prior to incurring the expense |

WRAP is ISO9001:2015 certified for design, development, management and delivery of programmes and projects which provide resource sustainable solutions.