

Terms and Conditions for the Supply of Goods and/or Services

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

Commencement Date: the date of the Order

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.7 and any conditions set out in the Order

Contract: the contract between the RSPCA and the Supplier for the supply of Goods and/or Services in accordance with these Conditions

Data Controller: shall have the same meaning as set out in the Data Protection Legislation

Data Processor: shall have the same meaning as set out in the Data Protection Legislation

Data Protection Legislation: (i) the Data Protection Act 1998 unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") becomes directly applicable in the UK then (ii) the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK unless and until the GDPR is no longer directly applicable in the UK, and then (iii) any successor legislation to the GDPR or the Data Protection Act 1998; and the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors or employees as part of or in relation to the Services in any form or media, including without limitation illustrations, animations, sound recordings, databases, plans, diagrams, designs, pictures, computer programs, data, specifications, articles and reports (including drafts)

Goods: the goods (or any part of them) set out in the Order

Goods Specification: any specification for the Goods that is agreed in writing by the RSPCA and the Supplier

Intellectual Property Rights: copyright and related rights, trade marks, business names and domain names, patents, rights to inventions, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information, know-how, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Order: the RSPCA's purchase order form

Personal Data: shall have the same meaning as set out in the Data Protection Legislation

RSPCA: Royal Society for the Prevention of Cruelty to Animals, registered charity number 219099 in England and Wales

RSPCA Materials: any and all materials, equipment and tools, information, drawings, specifications and data supplied by the RSPCA, or to which the RSPCA gives access, to the Supplier

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification

Service Specification: the description or specification for Services agreed in writing by the RSPCA and the Supplier

Supplier: the person or firm from whom the RSPCA purchases the Goods and/or Services.

1.2 **Construction.** In these Conditions:

(a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) references to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(c) the singular includes the plural and vice versa and any gender includes any other gender; and

(d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 Nothing in these Conditions shall exclude or limit either party's liability for fraud or for death or personal injury resulting from that party's negligence or any other liability to the extent that such liability cannot be excluded by law.

2. BASIS OF CONTRACT

2.1 The Order constitutes an acceptance by the RSPCA to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 These Conditions and any conditions set out in the Order apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.4 These Conditions do not apply where the RSPCA and the Supplier have concluded a specifically negotiated contract which the duly authorised representatives of the RSPCA and the Supplier have both signed.

3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) 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 the RSPCA, expressly or by implication, and in this respect the RSPCA relies on the Supplier's skill and judgment;
- (c) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it 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.

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (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; and
- (c) if the Supplier requires the RSPCA to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or, if no such date is specified, then within two days of the date of the Order;
- (b) to such location as is set out in the Order or as instructed by the RSPCA before delivery;
- (c) as instructed by the RSPCA or, in the absence of any specific instruction, during the RSPCA's normal hours of business on a Business Day.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the correct delivery location.

4.4 If the Supplier delivers less or more than the quantity of Goods ordered, the RSPCA may reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the RSPCA accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without the RSPCA's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the RSPCA to the remedies set out in clause 6.1.

4.6 Title and risk in the Goods shall pass to the RSPCA on completion of delivery.

5. SUPPLY OF SERVICES

5.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to the RSPCA in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the RSPCA.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with the RSPCA in all matters relating to the Services, and comply with all instructions of the RSPCA;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) 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 this Contract;

(d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the RSPCA;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the RSPCA, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all required licences and consents, and comply with all laws and regulations, applicable to the provision of the Services;

(h) observe all health and safety rules and regulations and any other security requirements that apply at any of the premises of the RSPCA or any RSPCA branch;

(i) hold all RSPCA Materials in safe custody at its own risk, maintain the RSPCA Materials in good condition until returned to the RSPCA, and not dispose or use the RSPCA Materials other than in accordance with the RSPCA's written instructions or authorisation;

(j) not do or omit to do anything which may cause the RSPCA to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the RSPCA may rely or act on the Services.

6. RSPCA REMEDIES

6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the RSPCA shall, without limiting its other rights or remedies, have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

(c) to recover from the Supplier any costs incurred by the RSPCA in obtaining substitute goods and/or services from a third party;

(d) where the RSPCA has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and

(e) to claim damages for any additional costs, loss or expenses incurred by the RSPCA which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the RSPCA shall have one or more of the following rights, whether or not it has accepted the Goods:

(a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

(b) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(e) to recover from the Supplier any expenditure incurred by the RSPCA in obtaining substitute goods from a third party; and

(f) to claim damages for any additional costs, loss or expenses incurred by the RSPCA arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.5 The RSPCA's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

7. RSPCA'S OBLIGATIONS

The RSPCA shall:

(a) provide the Supplier with reasonable access at reasonable times to the RSPCA's premises for the purpose of providing the Services;

(b) provide such information as the Supplier may reasonably request for the provision of the Services and the RSPCA agrees is reasonably necessary for the purpose of providing the Services.

8. CHARGES AND PAYMENT

8.1 The price for the Goods:

(a) shall be the price set out in the Order, or if no price is quoted, the price previously notified to the RSPCA by the Supplier prior to placement of the Order; and

(b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the RSPCA. No extra charges shall be effective unless agreed in writing and signed by the RSPCA.

8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the RSPCA, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of Goods, the Supplier shall invoice the RSPCA on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the RSPCA on completion of the Services. Each invoice shall include such supporting information required by the RSPCA to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, the RSPCA shall pay the invoiced amounts within 60 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5 All amounts payable by the RSPCA 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 the RSPCA, the RSPCA 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.

8.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the RSPCA to inspect such records at all reasonable times on request.

8.8 The RSPCA may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the RSPCA against any liability of the RSPCA to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 In respect of the Goods and any goods that are transferred to the RSPCA as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the RSPCA, it will have full and unrestricted rights to sell and transfer all such items to the RSPCA.

9.2 The Supplier assigns to the RSPCA, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

9.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

9.4 The Supplier shall, promptly at the RSPCA's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the RSPCA may from time to time require for the purpose of securing for the RSPCA the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the RSPCA in accordance with clause 9.2.

9.5 All RSPCA Materials are and shall remain the exclusive property of the RSPCA.

10. DATA PROTECTION

10.1 The Supplier shall (and shall procure that its employees, agents and sub-contractors) comply with any notification requirements under Data Protection Legislation and both parties will comply with all applicable requirements under the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

10.2 Where the Supplier acts as Data Processor on behalf of the RSPCA:

(a) the RSPCA will ensure that it has lawful grounds for/ all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Order; and

(b) the Supplier shall:

- (i) process that Personal Data only to the extent and for the purposes set out in Appendix 1 and only in accordance with the written instructions of the RSPCA contained in Appendix 2 to this Agreement (as revised by RSPCA from time to time) unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data ("Applicable Laws"). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the RSPCA of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the RSPCA;
- (ii) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by the RSPCA;
- (iii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
- (iv) ensure that all employees or agents of the Supplier who have access to and/or process Personal Data are reliable, obliged to keep the Personal Data confidential, and have access limited to that necessary to meet the Supplier's obligations under these Conditions and as strictly necessary for the performance of that employee's or agent's duties; and have undertaken training in Data Protection Legislation such that they are aware both of the Supplier's duties and their personal duties and obligations under Data Protection Legislation and these Conditions;
- (v) not transfer any Personal Data outside of the European Economic Area (EEA), the European Union (EU) or the UK (to the extent that the UK is no longer in the EEA or the EU) unless the prior written consent of the RSPCA has been obtained and the Supplier has provided appropriate safeguards in relation to the transfer; the Data Subject has enforceable rights and effective legal remedies; the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and the Supplier complies with reasonable instructions notified to it in advance by the RSPCA with respect to the processing of the Personal Data;
- (vi) assist the RSPCA in responding to any request from a Data Subject and in particular shall, where the RSPCA requests, provide a copy of all relevant Personal Data within 2 working days of the request, and, where the Supplier receives a request from a Data Subject for access to that person's Personal Data, notify the RSPCA within 2 working days of receiving a request;
- (vii) assist the RSPCA in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (viii) notify the RSPCA as soon as possible and in any event within one working day of becoming aware of a Personal Data breach;
- (ix) at the written direction of the RSPCA, delete (beyond recovery by any technical or other means) or return by secure means of transfer Personal Data and copies thereof to the RSPCA on termination of these Conditions unless required by Applicable Laws to store the Personal Data;
- (x) maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits and inspections by the RSPCA or the RSPCA's designated auditor;
- (xi) provide at the RSPCA's request, a copy of all Personal Data held by it in the format and on the media reasonably specified by the RSPCA;
- (xii) promptly comply with any request from the RSPCA requiring the Supplier to amend, transfer or delete any Personal Data.

10.3 The RSPCA does not consent to the Supplier appointing any third party processor of Personal Data under these Conditions.

10.4 The Supplier shall immediately inform RSPCA if, in its opinion, an instruction given by RSPCA infringes Data Protection Legislation or other European Union or Member State data protection provisions.

10.5 The Supplier shall restore at its own cost any Personal Data that is lost, destroyed, becomes damaged, corrupted or unusable.

11. INDEMNITY

11.1 The Supplier shall keep the RSPCA indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, fine or penalty imposed by a supervisory authority, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by the RSPCA or for which the RSPCA may become liable as follows:

(a) due to any failure by the Supplier or its employees, agents to comply with any of its obligations under clause 10, except and to the extent that such liabilities have resulted from the Supplier following RSPCA's written instructions:

(b) any claim made against the RSPCA 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, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(c) any claim made against the RSPCA by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

(d) any claim made against the RSPCA by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

11.2 This clause 11 shall survive termination of the Contract.

12. INSURANCE

During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the RSPCA's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. CONFIDENTIALITY

13.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how or data, specifications, campaigns, inventions, processes, initiatives and affairs which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

13.2 This clause 13 shall survive termination of the Contract.

14. TERMINATION

14.1 Without limiting its other rights or remedies, the RSPCA may terminate the Contract:

(a) in respect of the supply of Services, by giving the Supplier two months' written notice; and

(b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The RSPCA shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

14.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the RSPCA two months' written notice.

14.3 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

14.4 Without limiting its other rights or remedies, the RSPCA may terminate the Contract with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;

(b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

(c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

(f) the Supplier (being an individual) is the subject of a bankruptcy petition or order;

(g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);

(i) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

(j) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

(k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.4(c) to clause 14.4(j) (inclusive);

(l) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or

(m) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

14.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

14.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, the Supplier shall immediately deliver to the RSPCA all Deliverables whether or not then complete, and return all RSPCA Materials. If the Supplier fails to do so, then the RSPCA may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

16. FORCE MAJEURE

16.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstance or cause beyond its reasonable control (**Force Majeure Event**).

16.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

16.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 14 (fourteen) days, the RSPCA may terminate the Contract immediately by giving written notice to the Supplier.

17. GENERAL

17.1 Assignment and other dealings

(a) The RSPCA may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of a Director of the RSPCA.

17.2 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.4 Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.6 Third parties

A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.7 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by a Director of the RSPCA.

17.8 Governing law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

17.9 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX 1

1. DATA SOURCES - From who is information collected

RSPCA Employees or Pensioners	RSPCA Volunteers	RSPCA Branch Employees	RSPCA Branch Volunteers	Supplier Personnel (companies or other trading entities)	Members of the general public (non-company)
YES	YES	YES	YES	NO	NO

2. TYPES OF PERSONAL DATA – What information is collected

Contact data

Name	Address	Telephone	Email	Other*	None
YES	YES	YES	YES	YES*	N/A

Describe in detail:

Contact information is permitted to be processed to the extent necessary for the delivery of the Goods or Services set out in the Order.

* Where the Goods or Services set out in the Order include foodstuffs then information related to dietary preferences is permitted to be processed to the extent necessary for the delivery of the Goods or Services.

Financial Personal Information

Bank details	Credit Card details	Donations	Gift Aid	Salary	Other*	None
NONE	NONE	NONE	NONE	NONE	NONE	N/A

Describe in detail:

No personal financial information is permitted to be processed.

Identity Information

Date of Birth	Education	Employment	Driving Licence	Insurance	Other*	None
YES*	YES*	NONE	NONE	NONE	NONE	N/A

Describe in detail:

Identity information is permitted to be processed to the extent necessary for the delivery of the Goods or Services set out in the Order.

* Where the Goods or Services set out in the Order include age legislated training or education then processing of information related to age and education is permitted to the extent necessary for the delivery of the Goods or Services.

Digital Information

IP addresses	URLs	Unique Online Identifiers	Online behaviour	Other*	None
NONE	NONE	NONE	NONE	NONE	N/A

Describe in detail:

No digital information is permitted to be processed.

Sensitive Personal Information

Biometric/genetic data	Criminal convictions/offences	Racial or ethnic origin	Political opinions	Religion/philosophical beliefs	Sex life or sexual orientation	Trade Union membership	Health	Other*
NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE

Describe in detail:

No sensitive personal information is permitted to be processed.

3. CATEGORIES OF DATA SUBJECT INVOLVED

Adults	Vulnerable Persons	Children (under 16)
YES	NO	NO

4. PURPOSE OF PROCESSING

Why is the information collected / used (describe in detail)

The information may only be collected or used where it is specifically required for the delivery of the Good or Services set out in the Order. For example: to organise a maintenance or service visit to a specific location, to provide an estimated time for delivery, to deliver a product to a specific location, to make a hotel room reservation, for the provision of education, or when delivering foodstuffs to ensure that any specific dietary requirements have been accommodated.

5. SCOPE & NATURE OF PROCESSING

How frequently is information collected / used (describe in detail)

Infrequently, generally only at the time of Order.

When is the information processed / used (describe in detail)

Only during the delivery of the Goods or Services set out in the Order.

How is the information processed / used (describe in detail)

For contact purposes only and (for foodstuffs only) to ensure correct dietary provisions have been made.

Where is the information stored (list the systems into which the information is recorded)

Any Supplier systems or storage of the information must comply at all times with clause 10.3(b) of these Conditions.

Is the information passed or transmitted to any other system, organisation or person(s) either automatically or manually (if yes, describe in detail)

The information shall not be passed to any other system, organisation or person.

6. DURATION OF PROCESSING

For how long will the information be stored / used (describe in detail)

The information will only be used for the delivery of Goods or Services set out in the Order and the information shall be securely deleted or destroyed on the earlier of either:

- a) completion of delivery of the Goods or Services set out in the Order, or
- b) on request from the RSPCA.

APPENDIX 2

INSTRUCTION FOR DATA PROCESSING

The Supplier shall only collect, store and process data for the purposes of this Agreement in accordance with Appendix 1.

Such collection, storage and processing of data shall be restricted solely to the minimum extent necessary for the provision of the Goods or Services set out in the Order, and as described in Appendix 1, and for no other purpose.

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