

RSPCA 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
Business Hours: the period from 9:00am to 5:00pm on any Business Day.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.8 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

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: 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 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].

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

Domestic Law: the law of the United Kingdom or a part of the United Kingdom

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

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; and

(c) any words following 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 offer 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.

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 judgement;

(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 Business Hours.

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. 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 unless delivery is to a third party..

5. SUPPLY OF SERVICES

5.1 The Supplier shall from the date of the order 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 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) to require a refund from the Supplier of sums paid in advance for Services the Supplier has not provided or Goods the Supplier has not delivered.
- (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.

6.3 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 30 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 judgement. 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. DATA PROTECTION

9.1 Both parties will comply with all applicable requirements under the Data Protection Legislation.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the RSPCA is the Controller and the Supplier is the Processor.

9.3 Without prejudice to the generality of clause 9.1, the RSPCA will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the RSPCA for the duration and purposes of this agreement.

9.4 Without prejudice to the generality of clause 9.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

- (a) process that Personal Data only on the documented written instructions of the RSPCA unless the Supplier is required by Domestic Law or EU Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law or EU Law as the basis for processing Personal Data, the Supplier shall promptly notify the RSPCA of this before performing the processing required by the Domestic Law or EU Law unless the Domestic Law or EU Law prohibits the Supplier from so notifying the RSPCA;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the RSPCA, 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, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the RSPCA has been obtained and the following conditions are fulfilled:
 - (i) the RSPCA or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) 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
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the RSPCA with respect to the processing of the Personal Data;
- (e) assist the RSPCA, at the RSPCA's cost, in responding to any request from a Data Subject and 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;
- (f) notify the RSPCA without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the RSPCA, delete or return Personal Data and copies thereof to the RSPCA on termination of the agreement unless required by Domestic Law or EU Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and allow for audits by the RSPCA or the RSPCA's designated auditor and immediately inform the RSPCA if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

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

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

10. DATA PROCESSING

10.1 The Supplier shall only collect, store and process data for the purposes of this Agreement in accordance with Data Protection Legislation

10.2 The Supplier's collection, storage and processing of data in accordance with clause 10.1 shall be restricted solely to the minimum extent necessary for the provision of the Goods or Services set out in the Order.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 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 the Deliverables, unless otherwise agreed in writing by the RSPCA and the Supplier.

11.2 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.

11.3 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 11.

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

11.5 The Supplier will not in any publicity or promotional material or documentation include any reference to the RSPCA..

12. INDEMNITY

12.1 The Supplier shall indemnify the RSPCA 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 9 and 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.

12.2 This clause 12 shall survive termination of the Contract.

13. 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.

14. CONFIDENTIALITY

14.1 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.

14.2 This clause 14 shall survive termination of the Contract.

15. TERMINATION

15.1 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.

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

15.3 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.

15.4 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 becomes subject to any of the following events: the Supplier is unable to pay its debts as they fall due; the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring); obtaining a moratorium; becoming subject to a bankruptcy petition or order (where the Supplier is an individual); being wound up (unless for the purpose of a solvent restructuring); having a receiver appointed to any of its assets; ceasing to carry on all or a substantial part of its business);

(d) 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; or

(e) the Supplier, in the provision of the Goods and/or Services, brings the Customer's name or reputation into disrepute (in the reasonable opinion of the Customer).

16. CONSEQUENCES OF TERMINATION

16.1 On termination of the Contract, 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 safekeeping and will not use them for any purpose not connected with this Contract.

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

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

17. FORCE MAJEURE

17.1 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**).

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

17.3 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.

18. GENERAL

18.1 Supplier change in circumstances

If the Supplier becomes aware of:

(a) any circumstance, legal proceedings, risk or other factor which may impact on or prevent the Supplier fulfilling its obligations under clause 3, clause 4 and/or clause 5; or

(b) any event as defined in clause 15.4(c)

the Supplier shall provide notice to the RSPCA in accordance with clause 18.3 as soon as reasonably practicable and no later than 5 working days after becoming aware of such circumstances.

18.2 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.

18.3 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 18.3(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.

18.4 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.

18.5 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.

18.6 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.

18.7 Third parties

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

18.8 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.

18.9 Anti-Slavery, Human Trafficking and Child Labour

In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable anti-slavery, human trafficking and child labour laws, statutes, regulations, and codes from time to time in force, including but not limited to the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales.

18.10 Human Rights

The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain.

18.11 Supplier's Employees

- (a) The Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and any other relevant laws where it operates.

(b) The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- i. the minimum wage and benefits established by applicable law;
- ii. collective agreements;
- iii. industry standards; and
- iv. an amount sufficient to cover basic living requirements.

18.12 Equal Opportunities

The RSPCA is an equal opportunities employer and the Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

18.13 Animal Welfare

The Supplier shall comply with all applicable animal welfare, wildlife protection and animal testing legislation and codes of practice and any other relevant laws where it operates.

18.14 Environmental Responsibility

The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- (c) it will only use packaging materials that comply with all applicable environmental laws and treaties.

18.15 Bribery and Corruption

The Supplier shall comply with all applicable laws, statutes, codes, and regulations relating to the prevention of bribery and corruption, including but not limited to the Bribery Act 2010.

18.16 RSPCA Policies

In performing its obligations under the Contract the Supplier shall not act in any way which is incompatible with the [RSPCA's Objects or Policies](http://www.rspca.org.uk/whatwedo/howwework/policies) (www.rspca.org.uk/whatwedo/howwework/policies) or detrimental to the reputation of the RSPCA 18.17 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.

18.18 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).

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