

# Grosvenor Family Office and Rural Estates' Purchase Terms and Conditions: Suppliers operating outside of the United Kingdom

## 1 Basis of Contract

- 1.1 The Order constitutes an offer by the Grosvenor Family Office and Rural Estates to purchase Goods and/or Services in accordance with these Conditions.
- 1.2 The Order shall be deemed to be accepted on the earlier of:
  - 1.2.1 the Supplier issuing written acceptance of the Order; or
  - 1.2.2 any act by the Supplier consistent with fulfilling the Order,
- 1.3 at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 1.4 These Conditions 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 Supply

- 2.1 The Supplier shall from the date set in the Order and for the duration of the Contract provide the Goods and/or Services to the Grosvenor Family Office and Rural Estates in accordance with the terms of the Contract.
- 2.2 The Supplier shall meet any performance dates for the supply of the Goods and/or Services specified in the Order or notified to the Supplier by the Grosvenor Family Office and Rural Estates and time is of the essence in relation to any of those performance dates.
- 2.3 In supplying the Goods, the Supplier shall ensure that the Goods:
  - 2.3.1 correspond with their description and any applicable Specification;
  - 2.3.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Grosvenor Family Office and Rural Estates expressly or by implication, and in this respect the Grosvenor Family Office and Rural Estates relies on the Supplier's skill and judgement;
  - 2.3.3 where they are manufactured products, be free from defects in design, material and workmanship and, unless otherwise agreed in the Order, remain so for not less than 12 months after delivery; and
  - 2.3.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 2.4 In providing the Services, the Supplier shall:
  - 2.4.1 co-operate with the in all matters relating to the Services, and comply with all instructions of the Grosvenor Family Office and Rural Estates;
  - 2.4.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

- 2.4.3 ensure that the methods used are properly risk assessed and all equipment required for the performance of the Services are appropriate for the purpose, risk assessed, in good working order, free from defects and fit for their intended purpose;
- 2.4.4 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;
- 2.4.5 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Grosvenor Family Office and Rural Estates;
- 2.4.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 2.4.7 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, will be free from defects in workmanship, installation and design;
- 2.4.8 obtain and at all times maintain all necessary licences and consents;
- 2.4.9 comply with all applicable laws, statutes, regulations and codes from time to time in force, and the Mandatory Requirements, which the Grosvenor Family Office and Rural Estates is liable to change from time to time;
- 2.4.10 observe all health and safety rules and regulations and any other requirements and policies that apply at any of the Grosvenor Family Office and Rural Estates' premises from time to time;
- 2.4.11 hold all materials, equipment and tools, drawings, specifications and data supplied by the Grosvenor Family Office and Rural Estates to the Supplier (**Grosvenor Family Office and Rural Estates' Materials**) in safe custody at its own risk, maintain the Grosvenor Family Office and Rural Estates' Materials in good condition until returned to the Grosvenor Family Office and Rural Estates, and not dispose or use the Grosvenor Family Office and Rural Estates' Materials other than in accordance with the Grosvenor Family Office and Rural Estates written instructions or authorisation;
- 2.4.12 not do or omit to do anything which may cause the Grosvenor Family Office and Rural Estates to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Grosvenor Family Office and Rural Estates may rely or act on the Services; and
- 2.4.13 comply with any additional obligations as set out in the Specification.

### **3 Grosvenor Family Office and Rural Estates' Remedies**

- 3.1 The Supplier shall assist the Grosvenor Family Office and Rural Estates (free of charge) to make any inspection or tests that the Grosvenor Family Office and Rural Estates may reasonably require of the Goods and/or Services at any time prior to acceptance.
- 3.2 The Grosvenor Family Office and Rural Estates may suspend the Supply in whole or in part without paying compensation if the Grosvenor Family Office and Rural Estates is reasonably of the opinion that the Supplier is in breach of clause 2.3 and/or 2.4.
- 3.3 Without prejudice to any of its rights or remedies the Grosvenor Family Office and Rural Estates shall be entitled to reject the Goods in whole or in part where, prior to acceptance (or until the

end of any warranty period) the Goods do not conform to the terms of the Contract and the Grosvenor Family Office and Rural Estates shall be entitled to:

- 3.3.1 have the Goods repaired, re-done or replaced by the Supplier with Goods which comply with in all respects with the requirements of the Contract;
  - 3.3.2 where the Grosvenor Family Office and Rural Estates has paid for the Supply either following performance or in advance; have all such sums plus any additional costs incurred refunded by the Supplier; or
  - 3.3.3 without prejudice to Clause 5.8 make a reasonable deduction from the Charges.
- 3.4 If the Supplier fails to supply the Goods and/or perform the Services by the applicable dates or otherwise in accordance with the Specification, the Grosvenor Family Office and Rural Estates shall, without limiting its other rights or remedies, have one or more of the following rights:
- 3.4.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 3.4.2 to refuse to accept any subsequent performance which the Supplier attempts to make;
  - 3.4.3 to recover from the Supplier any costs incurred by the Grosvenor Family Office and Rural Estates in obtaining substitute goods and/or services from a third party;
- 3.5 where the Grosvenor Family Office and Rural Estates has paid in advance for the Goods and/or Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
- 3.6 to claim damages for any additional costs, loss or expenses incurred by the Grosvenor Family Office and Rural Estates which are in any way attributable to the Supplier's failure to meet such dates.
- 3.7 The Grosvenor Family Office and Rural Estates shall have the right to conduct such audits and at such frequency and to such standard as is required by law from time to time in relation to the Goods and/or Services and the Supplier shall procure for the Grosvenor Family Office and Rural Estates reasonable access to premises as appropriate and records and reasonable assistance for this purpose.
- 3.8 The Supplier shall grant the Grosvenor Family Office and Rural Estates, or its authorised agents, such access to the Supplier's records as they may reasonably require in order to check the Supplier's compliance with the Contract.
- 3.9 These Conditions shall extend to any substituted or remedial goods and/or services provided by the Supplier.
- 3.10 The Grosvenor Family Office and Rural Estates' rights under the Contract are in addition to its rights and remedies implied by statute and common law.

#### **4 Grosvenor Family Office and Rural Estates' Obligations**

- 4.1 The Grosvenor Family Office and Rural Estates shall:
- 4.1.1 provide the Supplier with reasonable access at reasonable times to the Grosvenor Family Office and Rural Estates' premises for the purpose of supplying the Goods and/or Services; and
  - 4.1.2 provide such information to the Supplier as the Supplier may reasonably request and the Grosvenor Family Office and Rural Estates considers reasonably necessary for the purpose of supplying the Goods and/or Services.

## 5 Charges and Payment

- 5.1 The Charges for the Goods and/or Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or the performance of the Services. Unless otherwise agreed in writing by the Grosvenor Family Office and Rural Estates, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or the performance of the Services.
- 5.2 Unless otherwise agreed in the Order, the Supplier shall invoice the Grosvenor Family Office and Rural Estates on completion of the supply of the Goods and/or Services. Unless agreed otherwise, each invoice shall include such supporting information required by the Grosvenor Family Office and Rural Estates to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 5.3 In consideration of the supply of the Goods and/or Services by the Supplier, the Grosvenor Family Office and Rural Estates shall pay the invoiced amounts within the time frame specified in the Order and in any event within 28 days of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 5.4 In the event that the Supplier engages any sub-contractor to perform any part of its obligations with the consent of the Grosvenor Family Office and Rural Estates, the Supplier shall ensure that it pays such sub-contractor promptly and in any event within 28 days of receipt of the sub-contractor's invoice.
- 5.5 All amounts payable by the Grosvenor Family Office and Rural Estates under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Grosvenor Family Office and Rural Estates, the Grosvenor Family Office and Rural Estates 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 Services at the same time as payment is due for the supply of the Services.
- 5.6 If the Grosvenor Family Office and Rural Estates fails to make any payment due to the Supplier under the Contract by the due date for payment, then without limiting the Supplier's remedy under clause 10, the Grosvenor Family Office and Rural Estates shall pay interest on the overdue amount at the rate of 2% per annum above Royal Bank of Scotland PLC's base rate. 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 Grosvenor Family Office and Rural Estates shall pay the interest together with the overdue amount.
- 5.7 In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 5.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Grosvenor Family Office and Rural Estates to inspect such records at all reasonable times on request.
- 5.9 The Grosvenor Family Office and Rural Estates may at any time, without notice to the Supplier, set off any liability of the Supplier to the Grosvenor Family Office and Rural Estates against any liability of the Grosvenor Family Office and Rural Estates to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Grosvenor Family Office and Rural Estates of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **6 Title, Risk and Acceptance**

- 6.1 Without prejudice to any of the rights or remedies of the Grosvenor Family Office and Rural Estates (including those contained in Clause 7), title and risk in any goods shall pass to the Grosvenor Family Office and Rural Estates on delivery or when the Grosvenor Family Office and Rural Estates notifies acceptance in writing where goods are to be subject to testing, whichever shall be the later.

## **7 Employees, Environmental and Health and Safety**

- 7.1 The Supplier warrants that all persons providing or assisting in the provision of the Services are entitled to work in the United Kingdom. In particular the Supplier shall comply with relevant UK employment and immigration legislation as amended from time to time.
- 7.2 Without prejudice to the generality of clause 2 the Supplier in supplying the Goods and/or Services shall have full regard to the safety of persons who may be affected in any way and shall comply with the requirements of all applicable laws and regulations. The Supplier shall also ensure that such requirements are observed by sub-contractors (if any).
- 7.3 The Supplier shall conduct all necessary tests and examinations prior to delivery and/or completion of the Services to ensure that the Goods and/or Services are designed, constructed and delivered so as to be safe and without risk to the health or safety of persons using the Goods and/or Services. The Supplier shall give the Grosvenor Family Office and Rural Estates adequate information about the use for which the Goods and/or Services have been designed and have been tested and about any conditions necessary to ensure that, when put to use, the Goods and/or Services will be safe and without risk to health and safety.
- 7.4 Where the Services comprise works, throughout the progress of any such works, the site shall be in the Supplier's control and the Supplier shall keep the site in an orderly state and shall provide and maintain at its own cost all lights, guards, fencing and warning signs for the protection of the works and the safety and convenience of the public and others.
- 7.5 Where the Services comprise works, and unless expressly indicated otherwise in the Order or Specification, the Supplier shall be responsible for the storage, treatment (if any) and disposal of all and any waste created by or arising out of the Services and shall provide the Grosvenor Family Office and Rural Estates, on request, with all information relating to the same. Without prejudice to any other provision in the Contract, the Supplier shall comply with and obtain all permits, consents and licenses required pursuant to all applicable laws and regulations relating to waste management.
- 7.6 The Supplier warrants that it shall adhere to all applicable laws and regulations in respect of health and safety and in the event that the Supplier becomes aware of any illegal act or breach, or the site in respect of which the Supplier is providing the Services becomes the subject of a health and safety inspection by a relevant authority, it shall immediately notify the Grosvenor Family Office and Rural Estates in writing.

## **8 Prevention of Corruption**

- 8.1 The Grosvenor Family Office and Rural Estates shall be entitled to terminate the Contract and recover all of its loss if the Supplier, its employees or anyone acting on the Supplier's behalf do any of the following things:
- 8.1.1 offer, give or agree to give to anyone any inducement or reward in respect of this or any other contract;

- 8.1.2 commit an offence under any applicable laws or regulations, including the Bribery Act 2010;
  - 8.1.3 commit any fraud, bribery or other prohibited act in connection with this or any other Purchaser contract whether alone or in conjunction with members, employees, agents or sub-contractors of the Grosvenor Family Office and Rural Estates.
- 8.2 The Supplier warrants that it shall adhere to all applicable laws and regulations, including the Bribery Act 2010 and in the event that the Supplier becomes aware of any illegal act or breach that it shall immediately notify the Grosvenor Family Office and Rural Estates in writing.

## 9 Anti-facilitation of Tax Evasion

- 9.1 The Supplier shall:
- 9.1.1 not engage in any activity, practice or conduct which would constitute either:
    - 9.1.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
    - 9.1.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
  - 9.1.2 have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with clause 9.1.1;
  - 9.1.3 promptly report to the Grosvenor Family Office and Rural Estates any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement;
  - 9.1.4 within 30 days of the date of this agreement, and annually thereafter, certify to the Grosvenor Family Office and Rural Estates in writing signed by an officer of the Supplier, compliance with this clause 9 by the Supplier and all persons associated with it under clause 9.1.5. The Supplier shall provide such supporting evidence of compliance as the Grosvenor Family Office and Rural Estates may reasonably request.
  - 9.1.5 The Supplier shall ensure that any person associated with the Supplier who is performing services and providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 9 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such **persons of** the Relevant Terms, and shall be directly liable to the Grosvenor Family Office and Rural Estates for any breach by such persons of any of the Relevant Terms.
  - 9.1.6 Breach of this clause 9 shall be deemed a material breach under clause 13.1.3.
  - 9.1.7 For the purposes of clause 9, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

## 10 Intellectual Property Rights

- 10.1 In respect of any Goods that are transferred to the Grosvenor Family Office and Rural Estates under the Contract, including 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 Grosvenor Family Office and Rural Estates , it will have full and unrestricted rights to transfer all such items to the Grosvenor Family Office and Rural Estates .

- 10.2 The Supplier assigns to the Grosvenor Family Office and Rural Estates, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Goods and the products of the Services, including the Deliverables.
- 10.3 The Supplier shall obtain waivers of all moral rights in the products, including 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.
- 10.4 The Supplier shall, promptly at the Grosvenor Family Office and Rural Estates' request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Grosvenor Family Office and Rural Estates may from time to time require for the purpose of securing for the Grosvenor Family Office and Rural Estates the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Grosvenor Family Office and Rural Estates in accordance with clause 10.2.
- 10.5 All Grosvenor Family Office and Rural Estates' Materials are the exclusive property of the Grosvenor Family Office and Rural Estates.

## 11 Indemnity

- 11.1 The Supplier shall keep the Grosvenor Family Office and Rural Estates indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, 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) suffered or incurred by the Grosvenor Family Office and Rural Estates as a result of or in connection with:
- 11.1.1 any claim brought against the Grosvenor Family Office and Rural Estates for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 11.1.2 any claim made against the Grosvenor Family Office and Rural Estates by a third party arising out of, or in connection with, the supply of the Goods and/or 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

- 12.1. During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Grosvenor Family Office and Rural Estates' 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 Termination

13.1 Without affecting any other right or remedy available to it, the Grosvenor Family Office and Rural Estates may terminate the Contract:

13.1.1 for convenience by giving the Supplier 30 days' written notice;

13.1.2 with immediate effect by giving written notice to the Supplier if:

13.1.2.1 the Supplier's financial position deteriorates to such an extent that in the Grosvenor Family Office and Rural Estates' opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

13.1.2.2 the Supplier commits a breach of clause 2.4.9,

13.1.3 the Supplier commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

13.1.4 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), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

13.1.5 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

13.2 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 14 Consequences of Termination

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Grosvenor Family Office and Rural Estates all Deliverables whether or not then complete, and return all Grosvenor Family Office and Rural Estates' Materials. If the Supplier fails to do so, then the Grosvenor Family Office and Rural Estates 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 the Contract.

## 15 Assignment and Other Dealings

15.1 The Supplier may not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Grosvenor Family Office and Rural Estates.

15.2 The Supplier may subcontract any or all of its rights or obligations under the Contract subject to the prior written consent of the Grosvenor Family Office and Rural Estates, provided that:



- 15.2.1 the Supplier procures that any third-party subcontractor or assignee is made aware of the Supplier's obligations and under these Conditions and agrees to comply with the terms of these Conditions;
- 15.2.2 the Supplier shall remain responsible for the acts and omissions of any third-party contractor as if they were its own; and
- 15.2.3 indemnifies and holds the Grosvenor Family Office and Rural Estates harmless from any damage or loss arising out of the acts or omissions of any third-party subcontractor.

## **16 Publicity and Confidentiality**

- 16.1 The Supplier undertakes that it shall not, and shall procure that its employees, agents, subcontractors and assignees shall not at any time refer to the Grosvenor Family Office and Rural Estates or the Contract in any publicity releases or advertising, including in customer lists or any other promotional material, without obtaining the prior written consent of the Grosvenor Family Office and Rural Estates .
- 16.2 The Supplier undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Grosvenor Family Office and Rural Estates, except as permitted by clause 16.3.
- 16.3 The Supplier may disclose the Grosvenor Family Office and Rural Estates' confidential information:
  - 16.3.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
  - 16.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.4 The Supplier shall not use the Grosvenor Family Office and Rural Estates 's confidential information for any purpose other than to perform its obligations under the Contract.

## **17 Compliance With Anti-Slavery and Human Trafficking Laws**

- 17.1 In performing its obligations under the agreement, the Supplier shall:
  - 17.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
  - 17.1.2 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 were carried out in the UK;
  - 17.1.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 17;
  - 17.1.4 notify the Grosvenor Family Office and Rural Estates as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement; and
  - 17.1.5 maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Grosvenor Family Office and Rural Estates in connection with this

agreement; and permit the Grosvenor Family Office and Rural Estates and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 17.

17.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

17.3 The Grosvenor Family Office and Rural Estates may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 17.

## 18 General

18.1 **Entire Agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.3 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

18.3.1 waive that or any other right or remedy; or

18.3.2 prevent or restrict the further exercise of that or any other right or remedy.

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 Notices.

18.5.1 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 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, fax or email.

18.5.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.5; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

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

18.6 **Third Parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.

**18.7 Governing Law and Jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## Schedule 1

### 1 Interpretation

#### 1.1 Definitions:

<b>Associated entities:</b>	<p>any person, company, partnership, joint venture, shareholding, trusts, funds, investments or persons associated directly or indirectly with The 4th Duke of Westminster's 1964 Settlement including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) The 7th Duke of Westminster and his family, any successors to the 7th Duke of Westminster and that person's family;</li> <li>(b) The 2nd Duke of Westminster's Will Trust;</li> <li>(c) The Westminster Foundation and any other charitable bodies;</li> <li>(d) Any person who or which, for the purposes of section 1122 of the Corporation Tax Act 2010, is connected with any of the persons listed in this definition;</li> <li>(e) Any other company, partnership or trust which involves, relates to or otherwise benefits (either directly or indirectly) any members of the Grosvenor family regardless of who created, controls or owns the company, partnership or trust and its jurisdiction; and</li> <li>(f) Any joint venture in which any of the above are a partner regardless of the size of any such shareholding or investment.</li> </ul>
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Charges</b>	the charges payable by the Grosvenor Family Office and Rural Estates for the supply of the Goods and/or Services in accordance with clause 5
<b>Commencement Date</b>	has the meaning set out in clause 1.2
<b>Conditions</b>	these terms and conditions as amended from time to time in accordance with clause 18.2.
<b>Contract</b>	the contract between the Grosvenor Family Office and Rural Estates and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
<b>Deliverables</b>	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, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
<b>Grosvenor Family Office and Rural Estates' Materials</b>	has the meaning set out in clause 2.4.11.

<b>Goods</b>	the goods to be provided by the Supplier under the Contract as set out in the Specification
<b>Grosvenor Family Office and Rural Estates</b>	The 4th Duke of Westminster's 1964 Settlement Trust and any Associated Entities, its Trustees and the Duke of Westminster.
<b>Intellectual Property Rights</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, 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 (including 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.
<b>Mandatory Requirements</b>	the Grosvenor Family Office and Rural Estates' business policies and codes attached to the Schedule.
<b>Order</b>	the Grosvenor Family Office and Rural Estates' order for the supply of Goods and/or Services, as set out in the Grosvenor Family Office and Rural Estates' purchase order form, or in the Grosvenor Family Office and Rural Estates' written acceptance of the Supplier's quotation.
<b>Services</b>	the services and/or works, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification.
<b>Specification</b>	the description or specification for the goods and/or services that the Supplier will be supplying to the Grosvenor Family Office and Rural Estates as agreed in writing.
<b>Supplier</b>	the company or entity from whom the Grosvenor Family Office and Rural Estates purchases the Goods and/or Services.

## 1.2 Interpretation:

- 2.2.1 A reference to a statute or statutory provision is a reference to it 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.
- 2.2.2 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.
- 2.2.3 A reference to writing or written includes fax and email.

## Mandatory Requirements

The Mandatory Requirements are:

- Applicable Contractor Handbook
- Non-disclosure Agreement, if applicable
- Information Sharing Charter, if applicable
- Data Processing Agreement, if applicable

**Signed for and on behalf of The Grosvenor Family Office and Rural Estates**

Signature:.....

Name: .....

Job title: .....

Date: .....

**Signed for and on behalf of supplier**

Signature:.....

Name: .....

Job title: .....

Date: .....