

## Centrica Purchase Order Terms (Services)

IT IS AGREED as follows:

### 1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In these terms and conditions the following expressions have the following meanings:

**Agreement** means these terms and conditions and the Purchase Order

**Auditor** means (a) the Company; (b) a Regulatory Authority; and (c) the agents and representatives of the Company or such Regulatory Authority

**Background IPR** means Intellectual Property Rights in relation to the Services owned by and/or licensed to a party prior to the date of this Agreement and/or which are developed and/or acquired by a party other than under this Agreement

**Charges** means the charges for the Services as set out and calculated in accordance with the Purchase Order

**Commencement Date** means the date set out in the Purchase Order

**Company** means the party defined as such in the Purchase Order

**Company Data** means all data relating to the Company, other Group Companies or the customers of any of them which is processed, stored, generated, or capable of access by, or which otherwise comes into the possession of, the Supplier, any Subcontractor or any Supplier Personnel

**Company Group** means the group of companies, at the time in question and from time to time, that comprises of Centrica plc and:

- (i) any direct or indirect holding company;
- (ii) any direct or indirect subsidiary;
- (iii) any parent undertaking, or subsidiary undertaking of a parent undertaking or Centrica plc (the terms parent undertaking and subsidiary undertaking being interpreted in accordance with section 1162 of the Companies Act 2006); and
- (iv) any company which:
  - (a) has Control of Centrica plc or any company falling under (i), (ii) or (iii) above; or
  - (b) Centrica plc or any company falling under (i), (ii) or (iii) above has Control over.

**Company Materials** means the Company Data and the Confidential Information and any of them

**Company Personal Data** means any Personal Data provided by the Company to the Supplier or collected by the Supplier on the Company's behalf, including Personal Data uploaded to or created on a platform provided by the Supplier or accessed by the Supplier on the Company's or third party systems

**Company Policies** means the policies notified to the Supplier by the Company from time to time

**Confidential Information** means any know-how, trade secret, documentation or information (whether commercial, financial, technical, operational or otherwise) relating to its business, affairs, operations, processes, intentions, customers or suppliers and which is either marked as "confidential" or which the other party was aware or ought reasonably to be aware was of a confidential nature

**Contract Year** means a 12 month period during the term of this Agreement commencing on the Commencement Date and each anniversary thereof

**Control** has the meaning set out in section 1124 Corporation Tax Act 2010

**CR Policy** means the Company's Responsible Sourcing Policy, available at <https://www.centrica.com/media/cqjiv2p/responsible-sourcing-policy-final.pdf> as amended from time to time

**Default** means a breach of any term of this Agreement or any tortious act or statement, breach of statutory duty, or misrepresentation that gives rise to liability at Law

**Deliverable** means a document, plan, program or other product which is included in the Services or the Supplier is obliged to provide to the Company in the course of providing the Services and includes all drafts and working papers created for the purpose of producing the same

**Expiry Date** means the date set out in the Purchase Order

**Foreground IPR** means any and all Intellectual Property Rights created by a party under this Agreement (including improvements and/or adjustments to the Services)

**Good Industry Practice** means standards, practices, methods and procedures conforming to the degree of skill and care, diligence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances

**Group Company** means any company within the Company Group

**InfoSec Policy** means the Company's Information Security Policy as amended from time to time, available at <https://www.centrica.com/media/uxhd42ih/infosec-policy-version-81.pdf>

A party is subject to an **Insolvency Event** if it is unable to pay its debts (within the meaning of sections 123, 267 or 268, as applicable, of Insolvency Act 1986); proposes or becomes subject to a voluntary arrangement or convenes a meeting of its creditors to consider such a proposal or, being a company has a proposal for a compromise or arrangement sanctioned by the court pursuant to section 899 Companies Act 2006 (save for the sole purpose of a solvent reconstruction or amalgamation); has a receiver or manager appointed over any of its assets, undertaking or income; takes any step towards its winding-up or bankruptcy as applicable (save, in the case of a company, a solvent liquidation for the sole purpose of effecting a reconstruction or amalgamation) or is subject to a petition issued by any court for its winding-up or bankruptcy (as applicable) that is not withdrawn upon the party's application; being a company, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator filed at any court by any person; being a company, is the subject of a notice to strike off the register at Companies House; or has any restraint, execution or other process levied or enforced on any of its property

**Intellectual Property Rights** means patents, patentable rights, rights in inventions, utility models, moral rights, trademarks, trade dress, goodwill, business names, company names, domain names, copyright (including copyright in processes), rights in product concepts, rights with respect to unfair competition, design rights, rights in data, database rights, rights in know-how, company knowledge and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country (whether or not registered, whether present, future or contingent, and including without limitation all renewals, extensions, revivals or accrued rights of action) and all pending applications for and rights to apply for or register the same

**Laws** means (a) all laws (including the common law); (b) all regulations, policies and codes of conduct which are legally-binding; or (c) directions of a Regulatory Authority with which the Company and the other Group Companies are reasonably required to comply and which, in each case, are applicable to the business of the Company and the other Group Companies or to any activities of the parties undertaken pursuant or in relation to this Agreement

**Losses** means losses, liabilities, damages, wasted expenditure, costs and expenses (including legal fees on a solicitor/own client basis and all other costs related to the investigation, prosecution or defence of legal claims)

**Modern Slavery Act** means the Modern Slavery Act 2015

**Modern Slavery Practices** means and encompasses but is not limited to (a) slavery, servitude, forced, compulsory and bonded labour in any form (prison, indentured, bonded or otherwise) or requiring its employees to lodge papers or deposits on starting work (b) child labour (that deprives or would reasonably be expected to deprive, children of their childhood, their potential and/or their dignity, and that is or could reasonably be foreseen to be harmful to their physical or mental development) (c) human trafficking including where victims are coerced, deceived and forced against their free will into providing work or services (d) breaches of the MSA (e) unethical recruitment and selection processes, charging or using third parties who charge recruitment fees to workers as a pre-requisite to being employed (f) retention of identification documents or important personal effects (g) other practices which may contribute to limit an employee's freedom and ability to

voluntarily terminate employment (h) the payment of wages less than the acceptable minimum wage in that jurisdiction or any other unlawful money deductions or payments and (i) any other practices which would Breach other similar laws and conventions including the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol

**Personal Data** has the meaning given in UK GDPR (as defined in clause 16.1)

**Purchase Order** means an order for the purchase of Services which has been submitted by the Company to the Supplier

**Rate Card** means the rate card attached to the Purchase Order (if applicable)

**Regulatory Authority** means all governmental, statutory or regulatory bodies and any other competent authorities in any jurisdiction having responsibility for the regulation or governance of any of the activities of the Company or the Supplier, including data protection authorities and law enforcement agencies

**Representative** in relation to a party means the person appointed to such position pursuant to clause 26.1

**Services** means the services which the Supplier is to carry out for the Company under this Agreement as described in the Purchase Order (including those services which are included within, or required for the performance of this Agreement)

**Subcontractor** means a third party engaged by the Supplier in connection with this Agreement or the provision of any of the Services

**Supplier** means the party defined as such in the Purchase Order

**Supplier Personnel** means any individual employed or engaged by the Supplier or by any Subcontractor in connection with this Agreement or the provision of any of the Services

**Supplier Premises** means premises from which the Supplier, any Subcontractor or any Supplier Personnel provide any part of the Services or in which books and records relating to the Services or this Agreement are stored

**TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**Working Day** means any day other than a Saturday, Sunday or a day that is a public or bank holiday in England

1.2 In this Agreement, except where the context otherwise requires:

1.2.1 any gender includes all genders; the singular includes the plural and vice versa; and a reference to a person includes firms, partnerships, LLPs, associations, corporations, and bodies corporate;

1.2.2 a party means either the Company or the Supplier and parties shall be construed accordingly and a reference to a party includes its permitted successors and assigns;

1.2.3 a reference to any enactment, order, regulation, code, standard, policy or other instrument shall be construed as a reference to the same as amended, replaced, consolidated or re-enacted from time to time;

1.2.4 a reference to this Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document and a reference to any clause is a reference to such clause of this Agreement; and

1.2.5 headings are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement; examples which follow the word "including" (or similar) shall be construed as illustrative and shall not limit the interpretation of the term or concept of which they purport to be examples; and any obligation not to do anything shall include an obligation not to suffer, permit or cause that thing to be done.

### 2 DOCUMENTATION AND PRECEDENCE

- 2.1 In the event of any discrepancy, inconsistency or divergence arising between the Purchase Order and the clauses in the main body of this Agreement, the terms of this Agreement shall prevail.
- 2.2 The Company may cancel the Services at any time by giving written notice to that effect to the Supplier. If the Supplier has not commenced work on the Services, or purchased materials which are not capable of re-use, prior to the date of cancellation then such cancellation shall be without liability on the part of the Company. If the Supplier has commenced work, or purchased such materials, prior to the date of cancellation the Company shall pay a reasonable sum for such work or materials (such sum, in the case of work, to be calculated in accordance with the Rate Card unless agreed otherwise and, in the case of materials, to be calculated at cost to the Supplier without uplift) and all Deliverables, and Intellectual Property Rights in Deliverables, created to the date of cancellation shall be assigned to the Company (if they haven't already done so).
- 3 TERM**
- This Agreement shall start on the Commencement Date and shall, unless terminated earlier in accordance with its provisions, end on the Expiry Date.
- 4 WARRANTIES**
- The Supplier warrants that it shall perform the Services and perform its obligations: in accordance with this Agreement; with all due skill, care and diligence and so as to meet any requirements of the Company, or which are required to be captured as part of the Services; in compliance with any codes of practice, standards and/or Specifications that may be applicable; and in an economic, efficient, effective and safe manner and in accordance with Good Industry Practice using Supplier Personnel with the requisite level of skill, expertise and experience.
- 5 PERFORMANCE OF SERVICES**
- 5.1 The Services shall be completed by the specified Expiry Date.
- 5.2 When performing the Services or otherwise undertaking its obligations under this Agreement, the Supplier shall:
- 5.2.1 co-operate fully with and co-ordinate its efforts with third parties to ensure, where necessary, that work, materials and services provided by the third party integrate with the Services or Deliverables; and
- 5.2.2 promptly warn the Company whenever the Supplier has reasonable grounds to believe that any failure on the part of the Company to carry out its obligations and responsibilities under or associated with this Agreement, or the manner in which they are carried out, may have, or threatens to have, a detrimental effect on the quality of the Services or the efficiency or cost (to the Company) of their supply or the performance of any other obligations of the Supplier under this Agreement.
- 5.3 The Company may carry out tests or inspect the Services and/or Deliverables in order to check whether they comply with this Agreement. The Company shall not be deemed to have accepted Services and/or Deliverables until it has had:
- 5.3.1 28 days to inspect the Deliverables following delivery;
- 5.3.1 28 days to inspect the results of the Services following performance; or
- 5.3.2 in the case of a latent defect, 28 days after any latent defect has become apparent.
- 5.4 If the Services are not performed by the specified Expiry Date, then, without limiting any other right or remedy the Company may have, the Company may: (a) refuse to allow any subsequent attempted delivery or performance of the Services; (b) terminate this Agreement with immediate effect; (c) obtain substitute services from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Company in obtaining such substitute services; and (d) subject to clause 11,
- claim damages for any other Losses resulting from the Supplier's failure to perform the Services by the Expiry Date, provided that the Supplier shall have no liability for any failure or delay in performing the Services to the extent that such failure or delay is directly caused by the Company's failure to comply with its obligations under this Agreement.
- 5.5 Unless the Purchase Order states otherwise, the Supplier shall be wholly responsible for providing all personnel, assets, facilities, software and other materials that are required to enable it to perform the Services and comply with its other obligations under this Agreement. All property of the Supplier or any Subcontractor located on Company premises shall remain at the sole risk and responsibility of the Supplier or the relevant Subcontractor.
- 5.6 All materials and equipment supplied by the Company to the Supplier are the property of the Company and the Supplier shall look after the same with at least the same degree of care as it would its own property (such degree of care to be at the least in accordance with Good Industry Practice).
- 6 CHARGES AND PAYMENT**
- 6.1 In consideration of the Supplier performing its obligations in accordance with the provisions of this Agreement the Company shall pay the Charges for the Services.
- 6.2 The Charges shall:
- 6.2.1 be inclusive of all charges, including expenses, travel, subsistence, packaging material, packing, shipping, loading, carriage, insurance and all costs and expenses of the Supplier and Supplier Personnel;
- 6.2.2 constitute the only charges payable by the Company under or in respect of this Agreement and are exclusive of VAT; and
- 6.2.3 not be adjusted to take account of any inflation, change in exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or the Subcontractors of the performance of the Supplier's obligations.
- 6.3 Where the Purchase Order states that the Supplier may recover travel and subsistence costs in addition to the Charges, such costs may only be recovered in accordance with the Company's permitted expenses policy and evidence of such costs being incurred.
- 6.4 The Supplier may invoice the Company for the Services in accordance with the payment dates referred to in the relevant Purchase Order or, if no specific dates have been referred to, on, or at any time after, completion of the Services in accordance with this Agreement. In order to be valid, invoices issued by the Supplier must:
- 6.4.1 be valid tax invoices for the purposes of VAT legislation;
- 6.4.2 identify the Supplier; reference the Purchase Order number; specify the Services to which the invoice relates and include any other reference number that may have been provided by the Company;
- 6.4.3 be sent to such address as may be notified to the Supplier from time to time;
- 6.4.4 include any necessary information to support the invoiced amount; and
- 6.4.5 be in any form requested by the Company which may include the use (at the Supplier's cost) of the Company's preferred electronic invoicing system through the Company's then current service provider, as notified to the Supplier from time to time.
- 6.5 If the Company disputes any sum included in a valid invoice it shall notify the Supplier of the dispute and the amount to which it relates. The Supplier shall promptly issue a credit note for the disputed amount and VAT thereon and issue an invoice in the amount of the undisputed sum. The Company shall pay any undisputed balance of the invoice in accordance with this clause 6. If resolution of any dispute results in the Company agreeing to make payment to the Supplier, the Supplier may invoice the agreed amount to the Company and the Company shall be obliged to pay the invoice in accordance with this clause 6.
- 6.6 Subject to clause 6.7, the Company shall pay the Charges within [60] days of receiving a valid invoice for the same.
- 6.7 If any undisputed sum payable under this Agreement is not paid when due then the party entitled to payment may claim interest from the due date until payment is made in full both before and after any judgment, at two per cent per annum over the Bank of England bank rate from time to time.
- 6.8 The Company may set off against any liability arising under this Agreement any liability which it reasonably believes to be due from the Supplier to the Company under this Agreement (whether or not the exact amount of such liability has been finally determined).
- 6.9 The Supplier shall not be entitled to invoice the Company, and the Company shall not be obliged to pay the Supplier, for the Services that are not invoiced within three months of the date on which the Services could have first been included in an invoice.
- 6.10 The Supplier shall not commence the performance of the Services, nor deliver any Deliverables until the Commencement Date. Any performance of the Services and supply of the Deliverables prior to the Commencement Date shall be at the Supplier's sole risk and the Company shall not be liable to pay for such Services and Deliverables.
- 7 TERMINATION**
- 7.1 Either party may by written notice (of such period as shall be set out in that written notice) served on the other party terminate this Agreement if the other party is the subject of an Insolvency Event.
- 7.2 The Company may by written notice (of such period as shall be set out in that written notice) served on the Supplier terminate this Agreement in whole or in part (at the date set out in that notice) if:
- 7.2.1 the Supplier has committed a material breach of this Agreement which is irremediable;
- 7.2.2 the Supplier has committed a material breach of this Agreement which is capable of remedy and has failed to remedy the breach within 30 days of receiving written notice requiring it to do so,
- and for this purpose, a number of breaches (whether of the same or different obligations and regardless of whether those breaches are remedied) may collectively constitute a material breach to which clause 7.2.1 or 7.2.2 applies whether or not each breach on its own would be considered a material breach.
- 7.3 In addition to any other express rights of termination in this Agreement, the Company may by written notice to the Supplier terminate this Agreement (at the date set out in that notice), at any time, if:
- 7.3.1 the Company has a legitimate concern regarding the financial standing of the Supplier;
- 7.3.2 the Supplier commits a breach of clause 17;
- 7.3.3 the Company suspects that, as a result of any act and/or omission by the Supplier, the Company's image and/or reputation has been, or is likely to be (if such act or omission were repeated), adversely affected; or
- 7.3.4 there is a change in Control of the Supplier.
- 7.4 The Company may, without any liability, terminate this Agreement or the Services in whole or in part at any time upon [three] months' prior written notice which the Company may serve at any time.
- 7.5 Where the Company is entitled to terminate under this clause 7 it shall be entitled to terminate this Agreement in whole or in part. If terminated in part, the notice of termination shall specify which parts of this Agreement will continue in force, notwithstanding their expiry or termination for

	Group Company, its officers, employees and agents, and keep such Group Company and its officers, employees and agents indemnified, from and against any Losses:	Contract Year, the Supplier's maximum aggregate liability shall be limited to the sum of [three] million pounds sterling (£3,000,000); and
7.6 The Supplier may terminate this Agreement in whole on 30 Working Days' written notice if:	10.1.1 arising out of or in connection with any claim by a third party that its Intellectual Property Rights are infringed (or are alleged to be infringed) by (a) the receipt, use, reproduction or exploitation of the Services or a Deliverable by or on behalf of the Group Company in the manner contemplated by this Agreement or (b) any modification made by or on behalf of the Supplier to any materials (including software) owned by or licensed to the Company or any other Group Company;	11.4.2 in respect of causes of action occurring in any subsequent Contract Year the Supplier's maximum aggregate liability for such causes of action shall be limited to the greater of:  (a) a sum equal to [two] hundred per cent ([200]%) of the aggregate Charges paid and payable by the Company under this Agreement in the preceding year; or  (b) [three] million pounds sterling (£3,000,000).
7.6.1 the Company has committed a material breach which is irremediable; or	10.1.2 in connection with actions or remedies required, proceedings commenced or threatened by a Regulatory Authority (including any fines imposed by such Regulatory Authority) as a result of a Default by the Supplier, its Subcontractors and Supplier Personnel; and	11.5 Subject to clauses 11.1 and 11.6, the Company's total aggregate liability in respect of all causes of action arising out of or in connection with this Agreement in any Contract Year (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed [£100,000] in the Contract Year in question. <i>[DN: This figure should be as low as possible. Ideally, it should not exceed an amount that corresponds to 50% of the anticipated annual Charges (this is justifiable on the basis that our obligation to pay the charges is not included in this cap).]</i>
7.6.2 the Company has committed a material breach which is capable of remedy and has failed to remedy the breach within 30 days of receiving written notice requiring it to do so.	10.1.3 arising out of or in connection with any breach by the Supplier of (i) clause 15, or (ii) any Laws relating to privacy or data protection,	11.6 Subject to clause 11.1, neither party shall have any liability to the other party for any special, indirect or consequential loss.
7.7 The Supplier acknowledges and agrees that clauses 7.1 and 7.6 set out the only grounds on which it may terminate this Agreement or a Purchase Order or otherwise treat itself as discharged from the whole or any part of its obligations under this Agreement or at common law or otherwise.	10.1.4 and references in clauses 10.1.1, 10.1.2, and 10.1.3 to the Supplier shall include its Subcontractors and Supplier Personnel.	<b>12 INSURANCE</b>
<b>8 EFFECT OF TERMINATION OF THIS AGREEMENT</b>	<b>10.2</b> Whilst it is not intended that TUPE shall apply in connection with this Agreement, if, on the cessation of any Services, any Supplier Personnel transfers, or it is alleged that they transfer, under TUPE to any Group Company or a successor supplier of services similar to the Services, the Supplier shall indemnify each Group Company and the successor supplier from and against any Losses arising out of or in connection with any such claims or transfers (including in relation to costs and claims incurred by each Group Company or successor supplier in connection with dismissing any Supplier Personnel).	The Supplier shall, at its own cost, have in place insurance cover from reputable insurers of a sufficient value and of the correct types to cover all of the Supplier's activities carried out under this Agreement, as well as any other insurance required by law. Supplier shall include its Subcontractors and Supplier Personnel.
8.1 In the event of termination or expiry of this Agreement for any reason:	<b>11 LIABILITY</b>	<b>13 NOT USED</b>
8.1.1 the Supplier shall cease to use the Company Materials and deliver up to the Company any Company equipment and Company Materials that the Company provided to the Supplier;	11.1 Neither party excludes or limits its liability to the other:	<b>14 INTELLECTUAL PROPERTY</b>
8.1.2 this Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and	11.1.1 for any matter for which, at law, a party cannot exclude or limit or attempt to exclude or limit its liability;	14.1 The Company hereby authorises the Supplier to use any Intellectual Property Rights in materials provided to it by the Company for the purposes only of performing its obligations under this Agreement during the Term. The Supplier will have no other rights whatsoever in respect of the Intellectual Property Rights of the Company or the Intellectual Property Rights in any materials provided to it by the Company.
8.1.3 the rights of either party accrued on or prior to termination or expiry shall remain unaffected.	11.1.2 for personal injury or death caused by its negligence;	14.2 The Supplier hereby assigns to the Company with full title guarantee all Foreground IPR.
8.2 Upon early termination of this Agreement for any reason whatsoever by the Company, the Company shall pay any Charges remaining unpaid for the Services provided in accordance with this Agreement up to the date of termination that remain unpaid for but shall be under no obligation to pay any compensation and/or termination payment to the Supplier.	11.1.3 for breach of a third party's Intellectual Property Rights;	14.3 All Background IPR is and shall remain the exclusive property of the party owning it.
8.3 Upon early termination of this Agreement by either party, where the Company has paid the Supplier the Charges for Services that have not been provided at the date of termination, the Supplier shall repay the Charges to the Company.	11.1.4 for breach of clause 15 (Confidentiality);	14.4 For any Deliverables which include any third party Intellectual Property Rights which are embedded in or which are an integral part of the Deliverable, the Supplier shall grant (or procure the grant of) a perpetual, non-terminable, sub-licensable, fully assignable, royalty-free licence to the Group Companies to use, copy, modify and amend such Intellectual Property Rights to the extent necessary for the Group Companies (or any third party nominated by the Group Companies) to use, amend and enjoy the benefit of the Deliverables or outputs whether during the term of this Agreement or at any time thereafter.
<b>9 REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES</b>	11.1.5 for breach of clause 16 (Data Protection and Company Materials); or	<b>15 CONFIDENTIALITY</b>
9.1 Each party represents and warrants to the other that it has full power and capacity to execute, deliver, and perform its obligations under this Agreement.	11.1.6 for fraud or fraudulent misrepresentation,	15.1 Each party undertakes that it shall not at any time, use Confidential Information for any purpose other than to exercise its rights and perform its obligations under this Agreement, except as otherwise permitted by this Agreement or with the prior written consent of the other party.
9.2 The Supplier warrants, represents and undertakes to the Company that:	11.2 And the Supplier does not exclude or limit its liability for:	15.2 <b>Exclusions:</b> The provisions of this clause 15 shall not apply to any Confidential Information that the receiving party can demonstrate:
9.2.1 it has, and will maintain, all licences, consents and materials that it requires in order to provide the Services and perform its other obligations under this Agreement;	11.2.1 wilful Default or gross negligence; or	15.2.1 is in the public domain in substantially the
9.2.2 it shall not infringe the Intellectual Property Rights of any third party when performing its obligations under this Agreement;	11.2.2 under the indemnities contained in clause 10.	3
9.2.3 it will comply with all relevant anti-bribery legislation; and	11.3 Subject to clauses 11.1 and 11.6 the Supplier's maximum aggregate liability under this Agreement for loss of or damage to tangible property (whether real or personal) arising from the acts or omissions of the Supplier, a Subcontractor or Supplier Personnel which arises in any Contract Year shall be limited to [ten million] pounds sterling (£10,000,000).	
9.2.4 the Services and any Deliverables will correspond in every respect with this Agreement; will comply with all Laws applicable to their production and use; and will be so formulated, designed, constructed, finished and/or performed as to be fit for the purpose for which they are intended, of satisfactory quality, safe and without risk to health.	11.4 Subject to clauses 11.1 and 11.6, the Supplier's total aggregate liability in respect of all causes of action arising out of or in connection with this Agreement in any Contract Year (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise):	
9.3 Without prejudice to the Company's other rights or remedies, where any breach of the warranties, representations and undertakings given by the Supplier is capable of remedy, the Supplier shall remedy the same in a timely manner and meet all the costs of, and incidental to, the performance by the Supplier of such remedial work.	11.4.1 in respect of causes of action occurring prior to the first anniversary of the	
<b>10 INDEMNITIES</b>		
10.1 The Supplier shall at all times indemnify each		



	<p>Personal Data shall be "Confidential Information";</p>	<p>Company from time to time and which relate to health and safety matters;</p>
<p>15.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect to it;</p>	<p>16.3.5 take all measures required pursuant to Article 32;</p>	<p>17.1.3 comply with any relevant Company Policies and standards (including the InfoSec Policy) and all reasonable and lawful directions given to the Supplier by the Company provided that those directions are not inconsistent with this Agreement; and</p>
<p>15.2.3 is required to be disclosed under operation of law, by court order, by a stock exchange or by any Regulatory Authority of competent jurisdiction (but then only to the extent and for the purpose required); or</p>	<p>16.3.6 taking into account the nature of the Processing, assist the Company by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the UK GDPR;</p>	<p>17.1.4 co-operate with any Regulatory Authority as required from time to time.</p>
<p>15.2.4 was developed independently of and without reference to Confidential Information disclosed by the other party,</p>	<p>16.3.7 provide reasonable assistance to the Company on written request by the Company in ensuring compliance with the Company's obligations pursuant to Articles 32 to 36, taking into account the nature of Processing and the information available to the Supplier;</p>	<p><b>18 CORPORATE SOCIAL RESPONSIBILITY</b></p>
<p>provided always that, except where it is prohibited from doing so by law or court order (or, in the case of disclosure to a Regulatory Authority, where that Regulatory Authority has requested or directed that the other party is not notified or informed of the disclosure), a party wishing to rely on an exclusion contained in this clause 15.2 shall provide the other with at least ten days' written notice of its intention to do so, such notice specifying details of the exclusion to be relied upon and the information concerned.</p>	<p>16.3.8 at the Company's choice, delete or return all the Personal Data to the Company after the end of the provision of the Services relating to the Processing and delete existing copies unless Union or Member State law requires storage of the Personal Data;</p>	<p>Throughout the term of this Agreement the Supplier shall comply with the CR Policy in force from time to time and shall allow the Auditors to access any of the Supplier Premises, Supplier Personnel and relevant records as may be reasonably required in order to undertake verification of the Supplier's compliance with the CR Policy. The Supplier shall contract with its Subcontractors on terms providing an equivalent level of protection to the CR Policy.</p>
<p>15.3 <b>Permitted disclosure:</b> Each party shall be entitled to divulge the other party's Confidential Information to its employees, agents, directors, officers, authorised Subcontractors, professional advisors, auditors and consultants who have a need to know the same in connection with this Agreement. The Company may also share the Supplier's Confidential Information with other Group Companies and (where relevant) with third party suppliers. In the case of any permitted disclosure, the receiving party shall ensure that the persons to whom it discloses the Confidential Information are aware of and shall procure that such persons comply with confidentiality provisions no less onerous than those contained in this Agreement.</p>	<p>16.3.9 at Supplier's cost and following written agreement as to the details:</p> <p>16.3.9.1 make available to the Company all information necessary to demonstrate compliance with the obligations laid down in Article 28;</p> <p>16.3.9.2 allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company; and</p>	<p><b>19 RECORDS</b></p> <p>The Supplier shall, and shall procure that its Subcontractors shall, maintain a complete and correct set of records pertaining to all activities relating to the performance of this Agreement and the Supplier's obligations under this Agreement and retain such records during the term of this Agreement and for not less than two years (or such longer period as may be required by law) following termination or expiry of this Agreement.</p>
<p><b>16 DATA PROTECTION AND COMPANY MATERIALS</b></p>	<p>16.3.10 in the event of an actual or suspected Personal Data Breach:</p>	<p><b>20 AUDIT AND INSPECTION</b></p>
<p>16.1 References in this clause 16 to UK GDPR are to the United Kingdom General Data Protection Regulation. References to an Article are to an Article of the UK GDPR. Capitalised terms in this clause 16 have the meaning defined by UK GDPR, unless otherwise defined in this Agreement.</p>	<p>16.3.10.1 immediately notify the Company (and in all cases no later than 24 hours of becoming aware) by both e-mail to <a href="mailto:privacy@centrica.com">privacy@centrica.com</a> and <a href="mailto:resilience@centrica.com">resilience@centrica.com</a> and by phone to the Global Operations Centre (+44 1494400400);</p>	<p>20.1 The Supplier shall permit the Auditors to conduct audits of the Supplier and its Subcontractors during the term of this Agreement (and for 12 months after the expiry or termination of this Agreement). The right of audit includes a right for the Auditor to enter any of the Supplier Premises to:</p> <p>20.1.1 inspect and take copies of such books and records and to interview members of the Supplier Personnel; and/or</p> <p>20.1.2 inspect the facilities from which any part of the Services are provided or where assets, software and other materials used in the performance of the Services are located.</p>
<p>16.2 If, in respect of any Personal Data, the Company is a Controller, and the Supplier Processes the Personal Data as the Company's Processor, this clause 16 shall apply in respect of such Processing.</p>	<p>16.3.10.2 provide reasonable and timely cooperation with the Company's investigation into the Personal Data Breach; and</p>	<p>20.2 The purpose of any audit carried out under this clause 20 shall be to: provide the Auditor with assurance as to the Supplier's compliance with this Agreement; to enable the Company to investigate any complaints or queries or provide information required by a Regulatory Authority or any customers of a Group Company relating to the Services or the conduct of the Supplier, the Supplier Personnel or the Subcontractors and to investigate any suspicion of fraud or wrongful practice on the part of the Supplier or the Supplier Personnel.</p>
<p>16.3 The Supplier shall:</p>	<p>16.3.10.3 unless required by binding Laws, or under a subpoena, court order or similar legal document issued by a court or Regulatory Authority, not disclose the Personal Data Breach to anyone other than the Company without first obtaining the Company's prior written consent.</p>	<p>20.3 The Supplier shall cooperate with the Auditor and will provide or procure such access and assistance as the Auditor requires in order to enable the Auditor to fully exercise the rights set out in clause 20.1. Except where the audit is undertaken in respect of suspected fraud or breach or by a Regulatory Authority which stipulates that no notice should be given, the Company shall:</p>
<p>16.3.1 Process the Personal Data only on documented instructions from the Company, including with regard to transfers of Personal Data to a third country or an international organisation;</p>	<p>16.4 The Supplier shall (and shall procure that the Subcontractor and Supplier Personnel) take all precautions necessary to protect and preserve the integrity of the Personal Data supplied by the Company or processed as part of this Agreement and to prevent any corruption, destruction or loss of the Company Materials.</p>	<p>20.3.1 provide at least five Working Days' written notice of the audit;</p>
<p>16.3.2 unless prohibited by law, notify the Company:</p>	<p>16.5 The Supplier shall not transfer (within the meaning of Chapter V of the UK GDPR) Personal Data to recipients (including Sub-processors) in jurisdictions outside of the UK or the European Economic Area.</p>	<p>20.3.2 conduct the audit (or procure it is conducted) within normal business hours; and</p>
<p>16.3.2.1 before Processing the Personal Data, if the Supplier is required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with the instructions of the Company; or</p>	<p><b>17 COMPLIANCE</b></p>	<p>20.3.3 use reasonable endeavours to avoid any disruption to the business of the Supplier or the Subcontractors.</p>
<p>16.3.2.2 immediately (and in all cases within 24 hours of becoming aware), if, in the Supplier's opinion, any of the Company's instructions under clause 16.3.1 infringes the UK GDPR or other Union or Member State data protection provisions;</p>	<p>17.1 The Supplier shall and shall procure that the Supplier Personnel and any Subcontractors:</p> <p>17.1.1 comply with all Laws and not cause any Group Company to be in breach of any Laws;</p> <p>17.1.2 comply with any health and safety policies, measures, arrangements, information or instructions issued by the</p>	<p><b>21 MODERN SLAVERY</b></p>
<p>16.3.3 obtain the Company's prior written authorisation before engaging another Processor and shall respect the conditions referred to in paragraphs 2 and 4 of Article 28 for any such engagement;</p> <p>16.3.4 comply with clause 15 (Confidentiality) in respect of such Processing, and the</p>		<p>21.1 The Supplier hereby confirms that it shall not engage in any Modern Slavery Practice. The Supplier shall take all reasonable steps to ensure that there are no Modern Slavery Practices anywhere in its supply chain whether that be by tier one contractors, agents, suppliers of goods or services or other parties further down the</p>

	Supplier's supply chain ( <b>Supply Chain Parties</b> ).	Group Company, as a reference or in any advertising or promotional materials.	law or in equity.
21.2	The Supplier shall at the request of the Company respond to any anti-slavery due diligence questionnaire issued to the Supplier and warrants that its responses shall be complete and accurate.	27.3 This Agreement contains all the terms which Company and the Supplier have agreed in relation to the performance of the Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Services. The Supplier acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Company which is not set out in this Agreement and agrees that it shall have no claim in respect of the same. Nothing in this Agreement will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.	
21.3	The Supplier shall provide the Company, at the Company's cost with such assistance and information (including access to records, persons and premises) as it may require from time to time to enable the Company to (i) perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction relating to Modern Slavery Practices or as required by the Company (ii) prepare a slavery and human trafficking statement as required by s.54 of the Modern Slavery Act (iii) identify any Modern Slavery Practice and carry out due diligence in relation to the effectiveness of any steps taken to counter any Modern Slavery.	27.4 This Agreement can only be varied or altered by a formal agreement signed by a duly authorised representative of each party.	
21.4	The Supplier shall immediately notify the Company in writing if it becomes aware of a breach or suspected breach of any of its obligations under this clause 21 including but not limited to the occurrence of Modern Slavery Practices within the Supplier or any Supply Chain Parties. Without prejudice to the Company's other rights under this Agreement the Supplier agrees to take all reasonable steps requested by the Company to address any instances of Modern Slavery Practices in the Supplier's operations or the operations of Supply Chain Parties.	27.5 Nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.	
<b>22</b>	<b>SUBCONTRACTING AND ASSIGNMENT</b>		
	The Supplier shall not assign novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement nor shall it subcontract performance of any of its obligations or responsibilities without the Company's prior written consent. If the Company gives such consent, any such subcontracting shall not relieve the Supplier from and the Supplier shall remain liable for, all of its liabilities, obligations and responsibilities hereunder.	27.6 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity, illegality or unenforceability shall not prejudice the other provisions of this Agreement which shall remain in full force and effect and if the provision in question would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.	
<b>23</b>	<b>RIGHTS OF COMPANY GROUP</b>		
23.1	Save for the Group Companies who have the benefit of any terms under this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. Nothing in this clause 23.1 shall require the consent of the Company Group (other than the Company) in order to vary or amend any term of this Agreement. This clause 23 does not affect any right or remedy of any person which exists, or is available, other than pursuant to the Contracts (Rights of Third Parties) Act 1999.	27.7 Except as expressly provided in clause 23.1, the parties confirm that it is not their intention to confer any rights on any person who is not a party to this Agreement by virtue of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.	
23.2	The Supplier acknowledges that any right or remedy it may have under this Agreement (or arising out of the acts or omissions of the Company Group in connection with the exercise of its rights pursuant to this clause 23) rests solely with the Company and enters into this Agreement on that basis.	27.8 This Agreement, 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 at all times in accordance with the laws of England and, without prejudice to the dispute resolution procedure set out in clause 26, the parties submit to the exclusive jurisdiction of the courts of England.	
23.3	The Company agrees that any claim brought under this Agreement shall be brought solely by the Company (and that for these purposes any loss suffered by any Group Company shall be deemed to have been suffered by the Company), provided that in the event that the Company is unable to secure the relief it and/or its other Group Companies seek following a first instance decision of the English courts on the basis that the courts consider that the Company is not an interested party to such claim or other civil proceedings or that it has not suffered any loss or the same loss, then the relevant Company Group shall be entitled to bring such claim or other civil proceedings against the Supplier directly.		
23.4	The Supplier shall not be entitled to bring any claim relating to this Agreement against any Group Company except the Company.		
<b>24</b>	<b>PUBLICITY</b>		
24.1	The Supplier shall not without the prior written consent of the Company:		
24.1.1	make any public announcement or issue any public circular (including a media or press release) relating to this Agreement or its subject matter; or		
24.1.2	use the name of the Company, or of any		
	24.2 Any consent sought in accordance with this clause 24 must be sought on each and every occasion and may be withdrawn at any time.		
	24.3 Nothing in this clause 24 shall prevent the Supplier from issuing documents or announcements which it is required to issue by any Regulatory Authority.		
<b>25</b>	<b>NOTICES</b>		
25.1	Each notice given under or in relation to this Agreement must be in writing and either delivered by hand or sent by first class post to the recipient's nominated address (as set out below) or sent by email to the email address set out below (and in any case must be marked for the attention of the contact identified below).		
	Notices to the Company: [Address] [Email address] [Attention]		
	Notices to the Supplier: [Address] [Email address] [Attention]		