

PLAN'S GENERAL TERMS OF BUSINESS

The following is a statement of the terms of business under which the Services referred to in the accompanying letter and/or proposal will be conducted.

The company with which you are contracting is **Plan International**, a private company limited by shares, registered in England and Wales with company number 3001663, (which is a wholly owned subsidiary of Plan International, Inc., a not-for-profit organisation incorporated in the state of New York, USA), and whose registered office is at Dukes Court, Block A, Duke Street, Woking, Surrey GU21 5BH.

For ease of expression, Plan International is referred to in these General Terms of Business as "**Plan**", the letter and/or proposal (including any attachments) is referred to as the "**Proposal**", the provider of the Services is referred to as the "**Contractor**", and the services and deliverables detailed in the Proposal are referred to as the "**Services**". Together these General Terms of Business, the Proposal and any attachments are referred to as the "**Agreement**". Throughout this Agreement the term "Contractor" includes any of the Contractor's group undertakings and each of the Contractor's and their respective directors, officers, employees, agents, sub-contractors and other representatives.

1. Basis of Agreement

- (i) These General Terms of Business apply to this Agreement to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of business.
- (ii) These General Terms of Business shall extend to any substituted or remedial services provided by the Contractor.

2. Services

- (i) The Contractor shall provide the Services to Plan as described in and in accordance with the Proposal signed by both parties, which will incorporate the terms and conditions set forth in these General Terms of Business.
- (ii) Changes to the scope of the Services shall only be made in writing, executed by authorized representatives of both parties.
- (iii) The Contractor shall provide the Services from the date specified in the Proposal or, if no such date is specified, the date of the Proposal. The Services shall continue to be supplied until they are completed in accordance with the Proposal, subject to earlier termination in accordance with these General Terms and Conditions.
- (iv) Where the Contractor will have access to Plan's premises and/or IT systems in providing the Services, the Contractor agrees to comply with Plan's Health & Safety Policy and/or ICT Policy from time to time in force.
- (v) In providing the Services, the Contractor shall:
 - a. reasonably co-operate with Plan in all matters relating to the Services, and comply with all reasonable instructions of Plan;
 - b. perform the Services with reasonable care, skill and diligence and in accordance with best practice in the Contractor'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 Contractor's obligations are fulfilled in accordance with this Agreement;
 - d. ensure that the Services will conform with all descriptions and specifications set out in the Proposal, and that all documents, products and materials associated with performance of the Services developed shall be fit for any purpose expressly or impliedly made known to the Contractor by Plan;
 - 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 all documents, goods and materials supplied and used in the Services or transferred to Plan will be free from defects in workmanship, installation and design;
 - g. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - h. hold all materials, equipment and tools, drawings, specifications and data supplied by Plan to the Contractor (the "**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to Plan, and not dispose or use the Customer Materials other than in accordance with Plan's written instructions or authorisation; and
 - i. not do or omit to do anything which may cause Plan: (i) to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; or (ii) be subject to any negative publicity.

3. Payment

- (i) In consideration of the satisfactory performance of the Services as specified in the Proposal, Plan will pay to the Contractor:
 - a. the fee(s) specified in the Proposal in accordance with the payment schedule detailed in the Proposal, all such sums to be paid by Plan within 30 days of receipt by Plan of a correctly rendered invoice; and
 - b. to the extent expressly agreed in the Proposal and upon presentation of satisfactory receipts, the Contractor's reasonable expenses for travel, accommodation, printing and phone costs to the extent necessarily incurred in the provision of the Services in accordance with this Agreement provided that, prior to being incurred, any individual expense in excess of £200 was first approved in writing by Plan, all such sums to be paid by Plan within 30 days of receipt by Plan of satisfactory receipts.
- (ii) All amounts payable by Plan under this Agreement are expressed to be exclusive of VAT. Where any taxable supply for VAT purposes is made under this Agreement by the Contractor to Plan, Plan shall, on receipt of a valid VAT invoice from the Contractor, pay to the Contractor such additional amounts in respect of VAT as are chargeable as a matter of applicable law on the supply of the Services at the same time as payment is due for the supply of the Services.
- (iii) Where the fees specified in the Proposal are determined by reference to time spent and/or materials used in providing the Services, the Contractor shall maintain complete and accurate records of the time spent and/or materials used by the Contractor in providing the Services, and shall allow Plan to inspect such records at all reasonable times on request. Further, such records shall be attached to any invoice issued to Plan by the Contractor in respect of the Services.
- (iv) Plan may, without limiting its other rights or remedies and notwithstanding any other agreement, arrangement or understanding between the Contractor and Plan, set off any amount owed to it by the Contractor against any amount payable by Plan to the Contractor under this Agreement.

4. Non-disclosure of Confidential Information

- (i) The Contractor acknowledges that, in the course of its operations, Plan and its group undertakings have developed, gathered and generated extensive data, information, procedures, processes, methods and systems including, without limitation, child data (which for the purposes of this Agreement means any data or information identifying or otherwise relating to a child currently sponsored, previously sponsored, awaiting sponsorship or assisted by Plan or any of its associated companies including without limitation any personal data, photographs, reports or sponsorship information or data), information or evaluations regarding grant applications and distributions, contact persons and customers, development programs, research data, planning data, development data, experience data, business processes, methods, know-how and other confidential information, knowledge and data used or useful in conducting the operations of Plan and its associated companies (together the "**Confidential Information**"). "Confidential Information" also includes the existence and terms of this Agreement and of any other dealings between Plan and the Contractor (or their associated companies) as well as any Customer Materials.
- (ii) The Contractor acknowledges that the disclosure of Confidential Information is being made by Plan (or by one of its group undertakings or Plan's or their respective directors, officers employees, agents, sub-contractors or other representative) to the Contractor only because of the position of trust and confidence which the Contractor will occupy and because of the agreement of the Contractor to the restrictions contained in this Agreement.
- (iii) The Contractor acknowledges that all Confidential Information is the sole property of Plan (or one of its group undertakings), that strict protection of the Confidential Information is necessary for the successful continuation of the operations of Plan and its group undertakings and that unauthorised use or disclosure of the Confidential Information would irreparably harm Plan and its group undertakings.
- (iv) The Contractor agrees not to divulge, disclose or use (either directly or indirectly) at any time, either during the term of this Agreement or at any time thereafter, any Confidential Information unless:
 - a. the Contractor obtains Plan's prior written consent to the disclosure; or
 - b. the information is already in the public domain other than by means of breach of this clause 4; or
 - c. the disclosure is required by law and, to the extent permitted by law, the Contractor gives Plan prompt notice of the disclosure.
- (v) This clause 4 shall survive the expiry or termination of this Agreement.

5. Return of proprietary information

- (i) Upon termination or expiry of this Agreement or at any time following receipt of a written request from Plan, the Contractor shall promptly hand over to Plan or its authorised agent all documents and materials of any nature (including, without limitation, any deliverables, notes, memoranda, notebooks, electronic materials, drawings, plans, financial information, materials containing written or electronic information pertaining to Plan or its associated companies, research data, evaluations and methods, together with all copies) made or compiled by the Contractor in the course of performing the Services, or delivered to the Contractor by Plan or by other persons in relation to the Services (including, without limitation, Confidential Information).

- (ii) The Contractor agrees that these documents and materials and all information and materials contained in or relating to them are and will at all times remain the exclusive property of Plan.

6. Intellectual Property Rights

- (i) Where, in the course of providing the Services, the Contractor (whether alone or with any other person or persons) makes or discovers any invention, development, improvement or process, or creates or delivers to Plan any work that is the subject of any Intellectual Property Rights (as defined below), the Contractor:
 - a. warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Plan, it will have full and unrestricted rights to transfer all such items to Plan;
 - b. assigns to Plan, with full title guarantee and free from all third party rights the Intellectual Property Rights and the Intellectual Property Rights shall be the absolute property of Plan and ownership shall automatically vest in Plan;
 - c. irrevocably and unconditionally waives in favour of Plan any moral rights that may exist in any of the works or materials referred to in clause 6(i) 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;
 - d. agrees to promptly at Plan's request execute all documents and do all other acts and things as may be reasonably required by Plan to secure for Plan the full benefit of this Agreement including providing Plan with ownership of Intellectual Property Rights in accordance with this clause 6.
- (ii) For the purposes of this Agreement, “**Intellectual Property Rights**” means patents (including rights in and to, inventions); trade marks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); design rights; rights in and to internet domain names and website addresses; semi-conductor topography rights; copyright (including future copyright); database rights; rights in and to confidential information (including know how and trade secrets); and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (ii) any similar or analogous rights to any of these rights which may now or in the future subsist anywhere in the world, including the right to sue for and recover damages for past infringements.
- (iii) The Contractor grants Plan a non-exclusive, perpetual, irrevocable, sub-licensable, fully paid up licence to use all Intellectual Property Rights which existed prior to the Contractor providing the Services and is necessary for Plan to fully enjoy, possess, receive and exploit the Services, not otherwise assigned in accordance with clause 6(i).
- (iv) The Contractor undertakes to defend Plan and its associated companies against any claim or action that the use or possession by Plan, or any of its associated companies, of any work or materials created, developed, written, prepared or delivered to Plan by or on behalf of the Contractor in the performance of the Services infringes the intellectual property rights of a third party. The Contractor shall indemnify Plan and its associated companies against any losses, damages and expenses (including, without limitation, legal and other professional fees) incurred by or awarded against Plan or any of its associated companies (as the case may be), in connection with such a claim or action.
- (v) If any claim referred to in clause 6(ii) is made, or is likely to be made, the Contractor shall promptly and at his/her own expense either:
 - a. procure for Plan and its associated companies the right to continue using and possessing the relevant work or materials; or
 - b. modify or replace the infringing part (without prejudice to the warranties in clause 9(ii)) so as to avoid the infringement or alleged infringement.
- (vi) This clause 6 shall survive the expiry or termination of this Agreement.

7. Remedies

- (i) If the Contractor fails to perform the Services by the deadlines specified in the Proposal, Plan shall, without limiting its other rights or remedies, have one or more of the following rights:
 - a. to terminate this Agreement in accordance with clause 10;
 - b. to refuse to accept any subsequent performance of the Services which the Contractor attempts to make;
 - c. to recover from the Contractor any costs incurred by Plan in obtaining substitute services from a third party;
 - d. where Plan has paid in advance for Services that have not been provided by the Contractor, to have such sums refunded by the Contractor; and/or
 - e. to be indemnified for any additional costs, losses or expenses incurred by Plan which are attributable to the Contractor's failure to meet such deadlines.

- (ii) In acknowledgement of the irreparable injury and damage to Plan that may be caused by a breach of this Agreement, if the Contractor commits such a breach Plan shall, without limiting its other rights or remedies, be entitled to seek a preliminary and permanent injunction or similar court order enjoining the Contractor from that breach, specific performance and/or any other equitable remedies to the extent permitted by applicable law and the procedures of the relevant court of competent jurisdiction.
- (iii) The Contractor shall keep Plan indemnified in full against all costs, expenses, damages, claims, demands and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against, suffered or incurred or paid by Plan as a result of or in connection with:
 - a. any claim made against Plan by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor, its employees, agents or subcontractors; and
 - b. any claim brought against Plan 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 Services.
- (iv) This clause 7 shall survive termination of this Agreement.
- (v) Plan's rights under this Agreement are in addition to its rights and remedies implied by statute and common law.

8. Warranties

- (i) The Contractor represents, warrants and undertakes to Plan that:
 - a. it has the necessary skills and expertise, and is appropriately trained and qualified, to provide the Services;
 - b. the Services will be provided with reasonable care and skill, in a timely and professional manner, and conforming to or exceeding the best practices and standards generally observed in the industry for similar services;
 - c. the Services will conform with all descriptions and specifications provided to Plan by the Contractor, including in the Proposal;
 - d. it owns, or has the right to use to the extent necessary to provide the Services, all Intellectual Property Rights;
 - e. the Services will not infringe any other person's intellectual property rights; and
 - f. the Services will be provided in accordance with all applicable legislation from time to time in force, and the Contractor will inform Plan as soon as it becomes aware of any changes in that legislation.
- (ii) Plan's rights under this Agreement are in addition to any statutory terms implied in favour of Plan by the Supply of Goods and services Act 1982 and any other statute.
- (iii) The provisions of this clause 8 shall survive any performance, acceptance or payment pursuant to this Agreement.

9. Independent contractor

- (i) The Contractor is engaged to provide the Services as an independent contractor and not as an employee, agent or representative of Plan.
- (ii) Nothing in this Agreement shall create an agency, partnership or joint venture relationship between Plan and the Contractor. The Contractor is not authorised to incur any liabilities or obligations on behalf of or in the name of Plan.
- (iii) The Contractor 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 this Agreement and shall, on Plan'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. Plan shall not be required to provide insurance cover of any kind for the Contractor.
- (iv) This clause 9 shall survive the expiry or termination of this Agreement.

10. Termination

- (i) Either party shall have the right to terminate this Agreement with immediate effect on written notice if the other party:
 - a. is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other party has failed to remedy that breach within 14 days of receiving written notice requiring it to do so; or
 - b. is unable to pay its debts or becomes insolvent or bankrupt or an order is made or voluntarily sought for its liquidation or administration or winding-up or a receiver is appointed over its assets or it proposes any composition or arrangement with its creditors or anything analogous occurs.

- (ii) This Agreement may be terminated by Plan without cause on not less than 30 days' written notice.
- (iii) If, in the reasonable opinion of Plan, the Services are not being performed to an acceptable standard, this Agreement may be terminated by Plan on not less than 21 days' written notice.
- (iv) Without limiting its other rights and remedies, Plan shall have the right to terminate this Agreement with immediate effect on written notice if the Contractor:
 - a. is incompetent or guilty of gross misconduct and/or serious or persistent negligence in the provision of the Services;
 - b. is unable through sickness or injury to perform any of the Services for a period of 28 days;
 - c. challenges or contests any of Plan's Intellectual Property Rights; or
 - d. is unable through an event or circumstance which is beyond the reasonable control of the Contractor which by its nature could not have been foreseen by the Contractor or if it could have been foreseen was unavoidable (each, a "**Force Majeure Event**") to perform any of the Services for a period of 28 days provided that in such circumstances neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Agreement while any such Force Majeure Event was continuing.
- (v) The termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is intended to come into force or continue in force on or after termination.

11. Data protection

- (i) The parties agree to comply with their respective obligations as the data controller and / or data processor under applicable data protection law and regulations from time to time in force, including but not limited to, the Data Protection Act 2018 and the General Data Protection Regulation (the "**Data Protection Laws**") in connection with this Agreement.
- (ii) The parties acknowledge that:
 - a. Plan (or its relevant associated company) alone shall be the data controller (as defined in the Data Protection Laws) in respect of all personal data controlled by it and processed by the Contractor as a result of this Agreement. Plan (or its relevant associated company) alone shall determine the purposes for which and the manner in which such personal data will be processed by the Contractor in connection with this Agreement; and
 - b. the Contractor shall be the data processor (as defined in the Data Protection Laws) in respect of all personal data controlled by Plan (or its relevant associated company) and processed by the Contractor in connection with this Agreement.
- (iii) Where, in connection with this Agreement, the Contractor processes personal data on behalf of Plan (or its relevant associated company or foundation), the Contractor shall:
 - a. process the personal data only on written instructions of Plan (or its relevant associated company) and to the extent reasonably necessary for the performance of this Agreement unless the Contractor is required by applicable Laws to otherwise process that Personal Data;
 - b. not disclose the personal data to any person except as required or permitted by this Agreement or with the written consent of Plan (or its relevant associated company);
 - c. implement and maintain appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing of personal data and against accidental loss, alteration, unauthorised disclosure or access;
 - d. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - e. not transfer any personal data outside of the European Economic Area unless the prior written consent of Plan has been obtained and the following conditions are fulfilled:
 - the Contractor has provided appropriate safeguards in relation to the transfer;
 - the data subjects have enforceable rights and effective legal remedies against Plan as data controller and the Contractor as data processor;
 - the Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any personal data that is transferred; and
 - the Contractor complies with reasonable instructions notified to it in advance by Plan with respect to the processing of personal data;

- f. assist Plan, at Plan's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- g. notify Plan as soon as possible on becoming aware of a personal data breach;
- h. at the written direction of Plan, delete or return personal data and copies thereof to Plan on termination of the agreement unless required by applicable law to store the personal data; and
- i. maintain complete and accurate records and information to demonstrate its compliance with this clause.

12. The Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")

- (i) For the purposes of this Agreement, "**Successor Contractor**" means: any person or persons who, following the termination of this Agreement and/or the provision of the Services hereunder, shall provide to Plan services that are the same or substantially the same as the Services.
- (ii) It is the intention and understanding of both Plan and the Contractor that TUPE will not apply to this Agreement or to the provision of the Services hereunder, whether on the commencement of the Services, during the term of this Agreement or upon the termination of this Agreement and/or the provision of the Services hereunder, or otherwise.
- (iii) If the employment of any person who is employed or engaged by the Contractor or any Permitted Sub-Contractor (as defined below) is found or alleged to transfer to Plan or to any Successor Contractor pursuant to TUPE at any time ("**Unintended Transferring Staff**") the Contractor shall, as soon as reasonably practicable and in any event within 7 days of the Contractor becoming aware of such person having transferred or alleged to have transferred to Plan or any Permitted Sub-Contractor, notify Plan in writing of such person and provide full details of the finding and/or allegation.
- (iv) The Contractor shall keep Plan and any Successor Contractor (as appropriate) indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Plan or the Successor Contractor as a result of or in connection with:
 - a. any claim or allegation by or on behalf of any Unintended Transferring Staff which relates to their employment or engagement with the Contractor and/or any Permitted Sub-Contractor (or the termination of any such employment/engagement) or arising from any acts or omissions of the Contractor and/or any Permitted Sub-Contractor and/or any Unintended Transferring Staff prior to the date of transfer;
 - b. any failure or alleged failure by the Contractor and/or any Permitted Sub-Contractor to comply with any of its or their obligations pursuant to TUPE including, but not limited to, its or their obligations under Regulators 11, 13 and/o4 14 of TUPE; and/or
 - c. in relation to the dismissals of any Unintended Transferring Staff.

13. Safeguarding

- (i) The Contractor acknowledges that it has received a copy of, and has read and understood, Plan's Safeguarding Children and Young People Policy and supporting and briefing materials describing Plan's commitment to child and youth safeguarding (the "**Safeguarding Policy**").
- (ii) The Contractor shall (and shall ensure that any sub-contractor or sub-grantee of it in relating to this Agreement (the "**Relevant Party**") shall) at all times and in all circumstances abide by the Safeguarding Policy during the term of this Agreement.
- (iii) The Contractor represents and warrants that it has no reason to believe that any person who is employed or engaged by the Contractor in the provision of the Services has been involved or is suspected or has ever been suspected of involvement in an incident of abuse of a child or young person, whether as described in the Safeguarding Policy or otherwise in such a way that compromises or compromised the safety of a child or young person.
- (iv) The Contractor undertakes that it will not employ or engage any person in the provision of the Services who the Contractor has reason to believe has been involved or is suspected or has ever been suspected of involvement in an incident of abuse of a child or young person, whether as described in the Safeguarding Policy or otherwise in such a way that compromises or compromised the safety of a child or young person.
- (v) If at any time during the term of this Agreement, it comes to the attention of the Contractor or any Relevant Party that the Contractor or any Relevant Party has been involved or is suspected or has ever been suspected of involvement in an incident of abuse of a child or young person, whether as described in the Safeguarding Policy or otherwise in such a way that compromises or compromised the safety of a child or young person, then:

- a. the Contractor shall immediately (and at the latest within 24 hours of becoming aware) report such incident or suspicion to its contact at Plan as specified in this Agreement, subject to any restrictions under Applicable Law; and
 - b. the Contractor shall immediately remove any Relevant Party or person to whom the report relates from any work or contractual relationship with Plan.
- (vi) Any breach of this clause 13 and/or the Safeguarding Policy shall constitute a material breach of this Agreement that is incapable of remedy and shall entitle Plan (in its sole and absolute discretion) to terminate this Agreement immediately and without notice and to take such other appropriate action as Plan shall in its sole and absolute discretion determine, including (but without limitation) requesting the removal of any Relevant Party or any of the Contractors' or any Relevant Party's directors, employees or consultants from any work or contractual relationship with Plan; reporting any incident of abuse to the police or other appropriate child protection body; or instituting legal proceedings for damages against the Contractor.

14. Anti-Terrorism, Anti-Bribery and Sanctions

- (i) The Contractor represents and warrants that it has not provided within the previous 10 years, and will not provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates or participates in terrorist activities, which term includes:
- a. any act prohibited pursuant to any of the United Nations Conventions and Protocols relating to terrorism; or
 - b. an act of premeditated, politically motivated violence perpetrated against non-combatant targets by sub national groups or clandestine agents; or
 - c. any other act intended to cause death or serious bodily injury to a civilian or any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organisation to do or abstain from doing any act.
- (ii) Plan is under legal obligations to verify that the Contractor is not prohibited by relevant anti-terrorism legislation. In doing this, Plan will consider all information that is reasonably available to it or of which it should be aware. The Contractor consents to this. Plan will also implement reasonable monitoring and oversight procedures to safeguard against being diverted to support terrorist activities. If at any point during the term of this Agreement the Contractor is or becomes prohibited by applicable anti-terrorism legislation, Plan may terminate this Agreement with immediate effect and without payment.
- (iii) The Contractor shall (and shall ensure that any Relevant Party shall):
- a. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption and/or economic or financial sanctions including but not limited to the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any economic or financial sanctions administered by the United Nations, the US Office of Foreign Asset Control, the European Union or any member state of the European Union or any national economic sanctions authority (together with Plan's Anti-Fraud and Anti-Corruption Policy referred to below, the "**Relevant Requirements**");
 - b. comply with Plan's Anti-Fraud and Anti-Corruption Policy in force from time to time which the Contractor acknowledges that it has received a copy of, read and understood;
 - c. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
 - d. promptly report to Plan any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Agreement.
- (iv) The Contractor shall ensure that any person associated with the Contractor who is performing services or 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 Contractor in this clause 14 ("**Relevant Terms**"). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Plan for any breach by such persons of any of the Relevant Terms.
- (v) Breach of this clause 14 shall be deemed a material breach by the Contractor of this Agreement and such breach shall be deemed incapable of remedy.

15. No assignment

The Contractor may not assign, sub-license, sub-contract, charge, delegate or otherwise transfer or dispose of all or any of its rights or obligations under this Agreement, without the prior written approval of Plan and any assignee, sub-licensee, sub-contractor, chargee, delegatee or other transferee of the Contractor shall be a "**Permitted Sub-Contractor**"). For the avoidance of doubt, no assignment, sub-licensing, sub-contracting, charging, delegating or otherwise transferring by the Contractor shall relieve it of its obligations hereunder without the express prior written approval of Plan.

16. Notices

- (i) Any notices to be sent under this Agreement shall be in writing and sent by recorded delivery or registered post or delivered by hand to the relevant party (in the case of Plan, addressed to Plan's Legal Counsel) at the address given on page 1 or at such other address as has been notified in writing to the receiving party.
- (ii) Any notice or communication shall be deemed to have been duly received at 9.00 am on the second Business Day after posting.
- (iii) This clause 17 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause 17, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

17. General

- (i) This Agreement constitutes the entire agreement between the parties as to its subject matter. Save as expressly set out in this Agreement, any amendment or modification to this Agreement shall only be binding if it is in writing, is expressed to amend this Agreement and is signed by both parties.
- (ii) A waiver by one of the parties of any of the provisions of this Agreement (or of any default by the other party in performing any of those provisions) shall not constitute a continuing waiver and shall not prevent the waiving party from subsequently enforcing any of the other provisions of this Agreement or from acting on any subsequent default. Any waiver of all or part of this Agreement shall only be effective if it is in writing and is signed by the waiving party. No failure or delay by a party in exercising any right or remedy under this Agreement or available at law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (iii) The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions.
- (iv) In this Agreement, words denoting the singular shall include the plural and vice versa, words denoting persons shall include companies, partnerships and undertakings (whether incorporated or not) and vice versa, and words denoting the masculine gender shall include the feminine and neuter and vice versa. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (v) A person who is not a party to this Agreement shall not have any rights under or in connection with it whether pursuant to the Contracts (Rights of Third Parties) Act 1999 ("CROTPA") or otherwise, provided that a Successor Contractor shall, subject to and in accordance with CROTPA, be entitled to the benefit of and to enforce clause 12. Notwithstanding such rights, this Agreement may be varied, amended, supplemented, suspended, cancelled, terminated, rescinded or otherwise modified without the consent of any person who is not a party to this Agreement.
- (vi) In the event of any inconsistency between these General Terms of Business and the provisions of the Proposal and/or any Attachments, the terms of these General Terms of Business shall prevail.
- (vii) This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute one and the same agreement. No counterpart will be effective until each party has executed at least one part or counterpart.
- (viii) For the purposes of the Contractor's obligations under this Agreement, time shall be of the essence.

18. Governing law and jurisdiction

- (i) 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 in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- (ii) Where the Contractor is not an individual resident in or an undertaking incorporated in England and Wales, the Contractor irrevocably appoints the person set forth in the Proposal (the "**Process Agent**") as its agent to accept service of process in England in any legal action or proceedings arising out of or connected to this Agreement. Where the Process Agent (or any successor thereto in accordance with this clause 19(ii)) ceases to be resident in or have an address for service of process in (as applicable) England and Wales the Contractor undertakes to promptly appoint a replacement person who is resident in or has an address for service of process in England and Wales as its agent to accept service of process in England. The Contractor hereby irrevocably consents to any legal action or proceedings being served on the Process Agent (or any successor thereto in accordance with this clause 19(ii)) and any failure by any such person to forward any document served on him shall not invalidate due service by Plan.