



**STANDARD CONTRACT TERMS AND CONDITIONS
PROVISION OF GOODS/SERVICES AND SERVICES**



This Agreement sets out the terms and conditions and subject to which the Supplier agrees to provide the Goods/Services and/or Services (as applicable) to Optivo on a non-exclusive basis.

Optivo is a Registered Society under the Co-operative and Community Benefit Societies Act 2014 No. 7561 of Grosvenor House, 125 High Street, Croydon, Surrey, CR0 9XP.

1. Definitions

1.1 Definitions

In these terms and conditions, the following expressions shall have the following meanings:

Applicable Law and Regulation means all legal and regulatory requirements, policies, guidance and industry codes, at the time of instruction (whether binding or non-binding) which are applicable, to any obligations of the relevant party under this Agreement and/or to which the relevant party is subject;

Agreement means this agreement between Optivo and the Supplier which incorporates these terms and conditions, the Purchase Order and the Specification;

Data Protection Legislation means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998. **Delivery** means, where the Goods/Services are delivered by the Supplier, the point of delivery when the Goods/Services are removed from the transporting vehicle and stacked at the Premises or where the Goods/Services are collected by Optivo, the point of delivery shall be when the Goods/Services are loaded on Optivo's vehicle and "**Deliver**" and "**Delivered**" shall be construed accordingly;

Equipment means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from Optivo) in the performance of its obligations under the Agreement which, for the avoidance of doubt does not include the Goods/Services;

Goods/Services means any Goods/Services purchased by Optivo from the Supplier from time to time supplied in accordance with the Specification, the details of which are set out in the Purchase Order;

Intellectual Property Rights (IPR) means all patents, trademarks, service marks, logos, registered designs, applications for any of the forgoing, rights in designs and inventions, know how, rights under licences, copyright (including rights in computer software), database rights, domain names, trade or business names, moral rights or other similar rights or obligations whether registered or not including applications for registration and all similar forms of protection anywhere in the world;

Parties means Optivo and the Supplier when referred to together and each shall be referred to as a "Party";

Premises means Optivo's premises, or such other premises as Optivo may designate, specified in the Purchase Order and to where Goods/Services are to be delivered and/or Services are to be performed;

Purchase Order means Optivo's written instructions to the Supplier setting out the Goods/Services and/or Services to be provided under the Agreement;

Services means the services, duties and responsibilities to be provided by the Supplier pursuant to the Agreement;

Specification means the statement of particulars provided by Optivo to the Supplier detailing, without limitation, technical specification, manufacturer, dimensions, price and quality of work for the Goods/Services and/or Services;

Supplier means the person, firm, company or corporation with whom Optivo places a Purchase Order;

Optivo means Optivo, a Registered Society under the Co-operative and Community Benefit Societies Act 2014 No. 7561 of Grosvenor House, 125 High Street, Croydon, Surrey, CR0 9XP and includes any subsidiary or holding company or any company owned by the same holding company as owns Optivo (and subsidiary and holding company shall bear the same respective meanings as in the Companies Act 2006).

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) references to clauses, schedules and appendices are to be construed as references to clauses and/or schedules and appendices to this Agreement and references to this Agreement include its schedules and appendices;
- (b) if there is any conflict between the terms set out in the body of this Agreement and the terms of any Purchase Order, the terms set out in the main body shall prevail;
- (c) headings to the clauses, schedules, appendices are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement
- (d) words importing the singular shall include the plural and vice versa, words importing a gender shall include both and references to persons shall include bodies corporate and unincorporate; and
- (e) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time.

2 Duration

2.1 Acceptance of the Purchase Order for the supply of Goods/Services and/or Services (if no express acceptance of the Purchase Order has been given by the Supplier) shall be deemed to be conclusive evidence of acceptance of this Agreement by the Supplier.

2.2 Subject to any specific termination rights contained herein, this Agreement shall take effect on the date of acceptance by the Supplier of the first Purchase Order issued to the Supplier (the "Commencement Date") and shall expire on the later of:

2.2.1 the date specified in the Purchase Order; or

2.2.2 until such time as the Supplier has completed the performance of the Services and/or delivered the Goods/Services in accordance with the Agreement and Optivo has paid all sums due under the Agreement

3 Provision of Goods/Services and Services

- 3.1 The Supplier shall supply the Goods/Services and Services under this Agreement at such place or places as set out in the Purchase Order and in accordance with Optivo's requirements, in consideration for payment of the charges stated in the Purchase Order.
- 3.2 The Supplier shall ensure that the Goods/Services and Services operate and conform in all respects with the Specification and correspond with the description and quantity set out in the Purchase Order.
- 3.3 The Supplier shall provide all the Equipment necessary for the supply of the Goods/Services and/or the Services. All Equipment brought onto the Premises shall be at the Supplier's own risk and Optivo shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was caused by the default of Optivo.
- 3.4 All Equipment brought onto the Premises will remain the property of the Supplier and the Supplier shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 3.5 Optivo shall have the right before delivery, to send the Supplier an order amendment adding to, deleting or modifying the Goods subject to the order. If the order amendment will cause a change to the price or delivery date then the Supplier must suspend performance of the Contract and notify the Buyer without delay. The Supplier must allow Optivo at least 10 working days to consider any new price and delivery date, and the Contract shall take effect when Optivo accepts in writing the new price and/or delivery date.

4 Supply of Services

- 4.1 In supplying the Services, the Supplier shall:
 - 4.1.1 co-operate with Optivo in all matters relating to the Services and comply with all Optivo's instructions, applicable policies and code of conduct;
 - 4.1.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 4.1.3 use Staff 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 Agreement;
 - 4.1.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 4.1.5 comply with all applicable laws; and
 - 4.1.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

5 Delivery

- 5.1 The time of Delivery of the Goods/Services and/or Services shall be of the essence and failure to Deliver within the time promised or specified in the Purchase Order shall enable Optivo (at its option) to release itself from any obligation to accept and pay for the Goods/Services and/or Services and/or to cancel all or part of the Purchase Order therefor, in either case without prejudice to its rights and remedies under the Agreement.

- 5.2 Optivo shall not be obliged to accept any incomplete Delivery and/or performance of the Services nor shall it be obliged to accept any Goods/Services in excess of quantities stated on the Purchase Order;
- 5.3 A Delivery note must be supplied with every Delivery against a Purchase Order. The Delivery note must quote the Purchase Order number and include the full name and registered address of the Supplier.
- 5.4 It is the responsibility of the Supplier to ensure the Goods/Services are Delivered as specified in the Purchase Order or, if no delivery instructions are provided in the Purchase Order, to the address specified by Optivo in writing. Unless authorised in writing by Optivo, Deliveries to the Premises will only be accepted Monday to Friday (excluding bank holidays) between 9am and 5.00pm.
- 5.5 The Goods/Services shall be packed and marked in the proper manner and in accordance with Optivo's instructions and any statutory requirements or the requirements of the carriers. All packaging materials will be considered non-returnable and will be destroyed.

6 Title and Risk

- 6.1 Without prejudice to the rights and remedies of Optivo (including Optivo's rights and remedies under clause 7 below), risk in any Goods/Services that form part of the Goods/Services and/or Services shall pass to Optivo at the time of completion of Delivery.
- 6.2 Ownership and passing of title in the Goods/Services shall, without prejudice to any other rights or remedies of Optivo pass to Optivo on payment by Optivo of the relevant invoice.

7 Inspection, Rejection and Guarantee of Goods/Services and/or Services

- 7.1 On Delivery of the Goods/Services, an authorised representative of Optivo must sign the delivery note to confirm receipt and a copy retained at the Premises however such signature does not constitute acceptance of the quality or quantity of the Goods/Services;
- 7.2 No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by Optivo of any rights or remedies in respect of the Goods/Services and/or Services.
- 7.3 Optivo may by written notice to the Supplier reject any Goods/Services and/or Services which fail to meet the requirements specified in the Agreement. Such notice shall be given within a reasonable period after Delivery and/or the completion of performance of the Services. If Optivo shall reject any of the Goods/Services and/or Services pursuant to this clause 7.3, Optivo shall be entitled (without prejudice to its other rights or remedies) to either:
 - 7.3.1 give the Supplier the opportunity at the Supplier's expense to either remedy any defect in the Goods/Services and/or failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) or to supply replacement Goods/Services and Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled, in accordance with Optivo's instructions;
 - 7.3.2 Reject the Goods/Services (in whole or in part) and require the Supplier to remove the Goods/Services (in whole or in part) at the risk and cost of the Supplier on the

basis that a full refund for the Goods/Services so rejected shall be paid to Optivo forthwith by the Supplier;

7.3.3 Refuse to accept any other Goods/Services and Services to be Delivered without any liability to Optivo; or

7.3.4 Where the failure is due to a shortfall in the provision of Goods/Services and/or Services, request the Supplier makes good any shortfall within the time period specified by Optivo.

8 Price and Payment

8.1 The price of the Goods/Services and/or Services shall be stated in the Purchase Order and shall be fixed and exclusive of VAT but inclusive of all other levies, duties, taxes, charges and expenses (including packaging, carriage, insurance and other disbursements) and no increase will be accepted by Optivo unless agreed in writing before the execution of the Purchase Order.

8.2 Unless otherwise agreed in writing by Optivo, the Supplier shall render an original VAT compliant invoice to Optivo in arrears and shall contain all appropriate references to the Goods/Services and/or Services to which it relates, the Purchase Order number and a detailed breakdown of what has been provided and the relevant price.

8.3 Unless otherwise stipulated in the Order, invoices, quoting a valid purchase order number (PO Number) shall be e-mailed to Optivo's central account payable address, purchase.ledger@Optivo.org.uk .

8.4 Payment shall be made to the Supplier within 30 days of receipt of a valid and properly rendered invoice.

8.5 If Optivo fails to pay any sum due to the other Party on its due date for payment under this Agreement then (unless such payment forms the subject of a genuine dispute) interest shall be eligible and payable on request from the due date until the actual date of payment (both before and after judgement) at a rate of 2% per annum above the Bank's base rate from time to time and interest shall be deemed to accrue from day to day.

8.6 Without prejudice to any other right or remedy Optivo may have, Optivo reserves the right to set off:

8.6.1 any amount payable to the Supplier under the Agreement in respect of any Goods/Services and/or Services that the Supplier has failed to provide or provided inadequately; and/or

8.6.2 any sums due from the Supplier to Optivo (including any sum that the Supplier is liable to pay in respect of breach of this Agreement) whether under the Agreement or in any other agreement which may exist between the Parties from time to time.

9 Warranties and Representations

9.1 The Supplier warrants represents and undertakes to Optivo that:

9.1.1 the provision of Goods/Services and performance of the Services conform in all respects with all Applicable Law and Regulation that may be in force from time to

time including for the avoidance of doubt, any site regulations that may apply to the Premises;

9.1.2 for a minimum period of twelve (12) months from the Commencement Date, the Goods/Services are free from defects in design and workmanship and are fit for the purpose that such Goods/Services are ordinarily used for and for any particular purpose made known to the Supplier by Optivo; and

9.1.3 the Goods/Services and/or Services do not infringe the Intellectual Property Rights or other rights of any third party anywhere in the world

9.1.4 the Services shall be performed by appropriately qualified and trained personnel with all due skill, care and diligence and to such high standards of quality as it is reasonable for Optivo to expect; and

9.1.5 the Services shall be carried out with due expedition and within the time specified in the Agreement

10 Confidentiality

10.1 Each of the Parties shall, and shall use reasonable endeavours to procure that their officers, employees, agents and other representatives shall safeguard, treat as confidential, and not use for purposes other than the performance of its obligations under this Agreement, all information, documents or materials in whatever form which it acquires during the term of this Agreement and which concerns the other Party except:

10.1.1 As required to enable the Supplier or Optivo to perform their respective obligations under this Agreement;

10.1.2 As required:

10.1.2.1 By law;

10.1.2.2 By any relevant national or supranational regulatory bodies acting properly in accordance with their powers and having jurisdiction over the Supplier or Optivo;

10.1.2.3 By the duly appointed auditor of the Supplier or Optivo acting properly and in accordance with their powers; or

10.1.2.4 With the prior written consent of the other Party.

10.2 The obligations of confidentiality in this Agreement shall survive the termination of this Agreement and continue unless and until any of the relevant information enters the public domain through no fault of the relevant Party, its officers, employees, agents or other representatives.

11 DATA PROTECTION

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Optivo is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.
- 11.3 Without prejudice to the generality of clause 11.1, Optivo will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- 11.4.1 process that Personal Data only on the written instructions of Optivo unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Laws). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify Optivo of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying Optivo;
 - 11.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Optivo, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 11.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 11.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Optivo has been obtained and the following conditions are fulfilled:
 - 11.4.4.1 Optivo or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 11.4.4.2 the data subject has enforceable rights and effective legal remedies;
 - 11.4.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

11.4.4.4 the Supplier complies with reasonable instructions notified to it in advance by Optivo with respect to the processing of the Personal Data;

11.4.5 assist Optivo, at Optivo's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

11.4.6 notify Optivo without undue delay on becoming aware of a Personal Data breach;

11.4.7 at the written direction of Optivo, delete or return Personal Data and copies thereof to Optivo on termination of the agreement unless required by Applicable Law to store the Personal Data; and

11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by Optivo or Optivo's designated auditor.

11.5 Optivo consents to the Supplier appointing [THIRD-PARTY PROCESSOR] as a third-party processor of Personal Data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause. As between Optivo and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.5.

11.6 Either party may, at any time on not less than 30 days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

12 Intellectual Property Rights

12.1 All Intellectual Property Rights of Optivo will remain with Optivo and will not be transferred to the Supplier or any other person in any way and all Intellectual Property Rights of the Supplier will remain with the Supplier and will not be transferred to the other Party or any other person in any way.

12.2 All Intellectual Property Rights in and to any documents, designs, literature and any other materials produced by or on behalf of Optivo in the provision of or relating to the Services shall vest absolutely in Optivo, and the Supplier:

12.5.1 hereby assigns such Intellectual Property Rights to Optivo absolutely; and

12.5.2 waives any and all moral rights in such Intellectual Property Rights.

12.3 Each party grants to the other a non-exclusive licence to use its trade marks so far as it is reasonably required in connection with the provision of the Services in accordance with this Agreement. Each party will only use the others trade marks in accordance with any guidelines issued by the relevant party from time to time.

13 Liabilities

13.1 Subject to the provisions of this clause 13, the liability of the Supplier for each contract year of this Agreement (commencing from the Commencement Date) shall be:

13.1.1 For all defaults resulting in direct loss to the property of Optivo shall in no event exceed the sum of £2,000,000; and

13.1.2 In respect of all other defaults whether in contract tort (including without limitation negligence) or breach of statutory duty or otherwise arising by reason of or in connection with this Agreement or howsoever otherwise caused shall in no event exceed a sum equivalent to one hundred and twenty five percent (125%) of the charges paid or payable to the Supplier in the year of this Agreement, as calculated as at the date of the event giving rise to the claim under consideration (or if such event occurs in the first twelve (12) months of the Term, the amount estimated to be paid in the first twelve (12) months of the Term).

13.2 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

13.2.1 death or personal injury caused by negligence, fraudulent misrepresentation or any other liability which cannot be excluded or limited by statute or law;

13.2.2 any breach of any obligations implied by Section 12 of the Sale of Goods/Services Act 1979 or Section 2 of the Supply of Goods/Services and Services Act 1982;

13.2.3 any claim under clause 9;

13.2.4 any claim under clause 10;

13.2.5 liability in respect of which an indemnity is given.

13.3 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of Optivo or breach by Optivo of its obligations under the Agreement

13.4 In no circumstances shall Optivo be liable to the Supplier, whether in contract tort (including without limitation negligence) or breach of statutory duty or otherwise arising by reason of or in connection with this Agreement for loss (whether direct or indirect) of profits, business, goodwill, anticipated savings or any consequential or indirect loss whatsoever.

14 Insurance

14.1 The Supplier shall have in force and maintain during the Agreement for a period of not less than 6 years after the Agreement with a reputable insurance company policies of insurance for such amounts and areas of liability as is defined below:

14.1.1 Product liability or professional indemnity insurance (as applicable) adequate to cover all risks in the performance of this Agreement from time to time with a minimum limit of two million pounds sterling (£2,000,000) for each individual claim or such higher limit as Optivo may reasonably require (and as required by Law) from time to time;

14.1.2 Public liability insurance adequate to cover all risks in the performance of this Agreement from time to time with a minimum limit of two million pounds sterling (£2,000,000) for each individual claim or such higher limit as Optivo may reasonably require (and as required by Law) from time to time;

14.1.3 Employers liability insurance adequate to cover all risks in the performance of this Agreement from time to time with a minimum limit of ten million pounds sterling (£10,000,000) for each individual claim or such higher limit as Optivo may reasonably require (and as required by Law) from time to time.

15 Termination

15.1 This Agreement may be terminated:

14.1.1 By Optivo if:

15.1.1 the Supplier persistently fails to comply with clauses 5 and 7.3 above and the failure is materially adverse to the interests of Optivo or prevents Optivo from discharging a statutory duty or if the Supplier;

15.1.2 the Supplier commits any material breach of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 5 days of a written request to remedy the same; or

15.1.3 at any time by sending the Supplier a notice of termination.

14.1.2 By the Supplier if Optivo commits any material breach of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;

14.1.3 Forthwith if either Party shall convene a meeting of creditors or propose a voluntary arrangement within Part I of the Insolvency Act 1986 or shall have committed an Insolvency Event.

15.2 Any termination of this Agreement pursuant to this Clause 15 or any other provision of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

16 Probity

16.1 The Supplier must not do and ensure each Subcontractor and Supplier does not do anything which places Optivo in breach of any restriction in its Probity Policy on making a payment or granting a benefit to certain businesses trading for profit.

17 Assignment and Sub-Contracting

- 17.1 The Supplier shall not without the written consent of Optivo assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. Optivo may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 17.2 Where Optivo has consented to the placing of sub-contracts, the Supplier shall, at the request of Optivo, send copies of each sub-contract, to Optivo as soon as is reasonably practicable.
- 17.3 Optivo may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

18 General

- 18.1 Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between Optivo and the Supplier. The Supplier is not an employee of Optivo. The Supplier, whether sole trader or not, is responsible and liable to meet PAYE and National Insurance obligations for its staff, employees or agents as applicable.
- 18.2 Any failure, delay, relaxation or concession by Optivo in the exercise of its rights to insist upon the performance of any of the obligations or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future exercise of any such right and the obligations of the Supplier shall continue in full force and effect.
- 18.3 Nothing in this Agreement shall confer, or is intended to confer, on any third party (save for affiliates) any benefit or the right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 18.4 Upon termination of this Agreement for whatever reason each party shall be entitled to recover on demand from the other all sums which the other is liable to pay under this Agreement.
- 18.5 This Agreement, together with the documents referred to herein, constitutes the entire agreement between the Parties as to the subject matter.
- 18.6 The Parties acknowledge that from time to time variations, deletions or additions may have to be made to this Agreement. No such variations, deletions or admissions shall be effective except by agreement in writing between the Parties in accordance with Clause 18.1 below.
- 18.7 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
- 18.8 If the Contract involves any work or services which the supplier performs on Optivo's premises then the Supplier shall ensure that the Supplier's employees, their sub-Contractors and their employees and any other person associated with the Supplier will

adhere to the obligations imposed on the Supplier by current safety legislation or any regulations that Optivo may notify to the Seller in writing.

19 Notices

19.1 Except as otherwise expressly provided within the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing and validly served by or on behalf of the Party sending the communication and:

19.1.1 delivered personally; or

19.1.2 sent by recorded delivery to the name and address of the Parties set out in the Purchase Order.

20 Safeguarding

20.1 In providing the services and works, the Supplier warrants that it will cooperate with Optivo to enable Optivo to comply with section 11 of the Children Act 2004 and sections 42 to 47 of the Care Act 2014.

20.2 The Supplier shall make arrangements during the provision of the services and works to ensure that it complies with the Children Act 2004 and accordingly the Supplier shall comply with Optivo's policy regarding safeguarding children.

20.3 The Supplier shall make arrangements during the provision of the services and works under this Contract to ensure that it complies with the Care Act 2014 and accordingly the Supplier shall comply with Optivo's policy regarding safeguarding of vulnerable adults.

21 Anti-Money Laundering

21.1 The Supplier will comply with any anti-money laundering legislation relevant to its business or the Orders including but not limited to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

21.2 In the event that the Supplier remits monies to Optivo, the Supplier will satisfy itself as to the source of the funds being remitted, and, in particular, that it does not suspect the funds to represent the proceeds of crime.

21.3 The Supplier will indemnify Optivo in respect of any loss to Optivo resulting, directly or indirectly, from the Supplier's failure to comply with this Clause.

22 Modern Slavery Act 2015

22.1 The Supplier will support Optivo in meeting its obligation to publish an annual statement detailing the steps taken to eradicate slavery or human trafficking in any of part of its supply chain.

22.2 On request, the Supplier will present an annual statement to the Client on their policy framework covering the relevant principles, due diligence and ongoing monitoring and performance for their direct employees, suppliers and sub-contractors.

23 Dispute Resolution

23.1 In the first instance, the Parties shall use their best efforts to negotiate in good faith to settle amicably any dispute which may arise in respect of the construction or effect of this Agreement or the rights duties and liabilities of the Parties hereunder or any matter or event connected with or arising out of this Agreement (a “Dispute”) within 20 calendar days.

23.2 If the Dispute is not settled in accordance with clause 23.1 above, either party may (but only with the prior written consent of the other) refer (the “reference”) such dispute to the Chartered Institute of Arbitrators in London. The seat of the Arbitration shall be London.

24 Governing Law

24.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Agreement

Schedule 1

Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the processing	The nature of the instruction set out in the Purchase Order
Duration of the processing	For the period of the transaction as set out in the Purchase Order
Nature and purposes of the processing	<p>The Personal Data will be processed for the provision of Services as set out in the subject matter above.</p> <p>The specific processing activities will include collection, organisation, storage, retrieval, communication/disclosure, reporting, storing, analysis, presentation and other such activity which Optivo as Data Controller may request in order to deliver the Services.</p>
Type of Personal Data	<p>Includes and not limited to the information shared by the Data Controller, for example:</p> <ul style="list-style-type: none"> i. Name ii. Address iii. phone number iv. email address v. bank details/income/benefits vi. NI numbers vii. Vulnerabilities

	<ul style="list-style-type: none"> viii. Age ix. disability/medical conditions x. nationality xi. employment status xii. religion xiii. ethnicity]
Categories of Data Subject	Staff and Optivo residents