

# BASIC PURCHASE TERMS AND CONDITIONS

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# 1. Definitions and Interpretation

1.1 In this Contract the following definitions apply:

"**Bribery Laws**" means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;

"**Business Day**" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Confidential Information**" means any information of a confidential nature concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of its company, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers, or which is developed by or on behalf of Wightlink in performing its obligations under, or otherwise pursuant to the Contract;

"**Contract**" means the agreement between the Supplier and Wightlink for the sale and purchase of the Deliverables following an accepted Purchase Order, in accordance with these terms and conditions ("**Conditions**");

"**Data Protection Laws**" means all applicable data protection and privacy laws that apply in the UK from time to time including the Data Protection Act 2018, and the UK GDPR and any associated national implementing laws, regulations and secondary legislation.

"**Deliverables**" means all articles, materials, goods, work or services specified in the Purchase Order or as may be amended from time to time;

"**Force Majeure**" means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of god, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers' workforce or subcontractors;

"**UK GDPR**" means the United Kingdom General Data Protection Regulation, as it forms part of the law of the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018";

"**Intellectual Property Rights**" means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights

- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

"**Location**" means the address(es) for delivery of the Deliverables as set out in the Purchase Order;

"**Process/Processing/Processed**", "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Special Categories of Personal Data**" shall have the same meaning as in Data Protection Laws;

"**Purchase Order**" means document through which Wightlink may place an order for Deliverables from the Supplier which shall include (among other things) the number of subscriptions, goods and other services contracted for, the applicable fees, the billing period, and any other charges as agreed by the parties from time to time;

"**Specification**" means the description or specification of the Deliverables set out or referred to in the Purchase Order including any related plans and drawings as agreed in writing by Wightlink;

"**Supplier**" means the person who sells the Deliverables to Wightlink and whose details are set out in the Purchase Order; and

"**Wightlink**" means Wightlink Limited, a company incorporated in England and Wales (company no. 01059267) whose registered address is at Gunwharf Terminal, Gunwharf Road, Portsmouth, Hampshire, PO1 2LA.

1.2 In this Contract the following interpretation apply:

- (a) References to person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) References to a party includes its successors and permitted assigns.
- (c) References to legislation or a legislative provision is to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written includes email.

## 2. Application of these Conditions

- 2.1 These Conditions and any Purchase Order agreed by the parties apply to and form part of the Contract between the Supplier and Wightlink.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of this Contract except to the extent that Wightlink otherwise agrees in writing.
- 2.3 No variation of this Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Wightlink.
- 2.4 Each Purchase Order from Wightlink to the Supplier shall be an offer to purchase Deliverables subject to these Conditions.
- 2.5 No Purchase Order shall bind the Supplier unless and until it bears a Purchase Order number.
- 2.6 A Purchase Order may be withdrawn or amended by Wightlink at any time before acceptance by the Supplier. If the Supplier is unable to accept a Purchase Order, it shall notify Wightlink promptly in writing no later than 7 days of receipt of the Purchase Order.
- 2.7 Acceptance of a Purchase Order by the Supplier shall take place by written acceptance of the same, or by any other conduct of the Supplier which Wightlink reasonably considers is consistent with acceptance of Purchase Orders or where the Supplier has not responded within 7 days of receipt of the Order.
- 2.8 The Supplier shall be under no responsibility to accept a Purchase Order for any Deliverables which has not been properly submitted by Wightlink where Wightlink has been notified of this error and it has failed to rectify this within 7 days. Deliveries of any Deliverables other than those in accordance with a Purchase Order may (at Wightlinks option) be returned to the Supplier at the Supplier's expense and risk.

## 3. Price

- 3.1 The price for the Deliverables shall be as set out in the Purchase Order (or any special conditions agreed with Wightlink ) and shall be exclusive of any applicable value added tax ("VAT"). VAT shall be charged by the Supplier at the then applicable rate and payable by Wightlink only on receipt of a valid VAT invoice).
- 3.2 No increase in the price may be made after the Purchase Order is placed, unless agreed with Wightlink.
- 3.3 The price shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Deliverables.
- 3.4 Unless otherwise agreed in writing by Wightlink, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Deliverables.

- 3.5 The price includes all packaging, delivery and unloading required. No extra charges shall be effective unless agreed in writing and signed by Wightlink.

## 4. Payment

- 4.1 The Supplier shall invoice Wightlink at the address detailed on the front of the Purchase Order after delivery (or before if otherwise agreed). It shall contain the Purchase Order.
- 4.2 The Supplier shall invoice Wightlink for the Deliverables no sooner than completion of delivery of the Deliverables as set out in clause 6 or, if later, Wightlinks' acceptance of the Deliverables.
- 4.3 Where sums due under the Contract are not paid in full by the due date, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment at the rate of two per cent per annum above the Bank of England's base rate. All parties acknowledge that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.4 Wightlink shall, except in where payment is disputed and subject to receipt of the necessary invoice, pay for the Deliverables within 30 days of the date of receiving the invoice or by such other time as may be agreed between the parties.
- 4.5 All invoices raised by the Supplier must display the Supplier's name, company registration number, date of the Purchase Order, Purchase Order number, the invoice number and, where applicable, the VAT number and any VAT due on the invoice or in a format as otherwise stated by Wightlink. The Supplier must also include all supporting documentation applicable to the invoice including, but not limited to, valid receipts for expenses, signed timesheets and vessel stamp. Wightlink shall not be liable for any payment delay resulting from the Supplier's failure to comply with this clause.

## 5. Cancellation

- 5.1 Wightlink shall have the right to cancel the Purchase Order for the Deliverables or for any part of the Deliverables which have not yet been performed for Wightlink.

## 6. Delivery and Performance

- 6.1 Deliverables shall be delivered by the Supplier to the Location on the date(s) and times specified in the Purchase Order or as otherwise agreed between the parties.
- 6.2 Deliverables shall be deemed delivered by the Supplier only on receipt of the Deliverables by an authorised representative of Wightlink at the Location.
- 6.3 If the Deliverables are to be delivered in installments the Contract must, unless otherwise agreed by Wightlink in writing, be treated as a single Contract and not severable.

- 6.4 The Supplier shall ensure that the Deliverables shall:
- 6.4.1 correspond with their description and any applicable Specification;
  - 6.4.2 be properly packed and secured in such manner as to enable them to reach the Location in good condition;
  - 6.4.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Wightlink, expressly or by implication, and in this respect Wightlink relies on the Supplier's skill and judgement;
  - 6.4.4 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
  - 6.4.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the deliverables.
  - 6.4.6 obtain and at all times maintain all licences and consents which may be required for the provision of the Deliverables;
  - 6.4.7 observe all health and safety rules and regulations and any other security requirements that apply at any of Wightlink's premises;
  - 6.4.8 hold all materials, equipment and tools, drawings, specifications and data supplied by Wightlink to the Supplier in safe custody at its own risk, maintain materials in good condition until returned to Wightlink, and not dispose or use materials other than in accordance with Wightlink's written instructions or authorisation; and
  - 6.4.9 not do or omit to do anything which may cause Wightlink to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Wightlink may rely or act on the Deliverables.
- 6.5 If the Supplier requires Wightlink to return any packaging material to the Supplier, this must be clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 6.6 The Deliverables shall not be delivered by or performed in instalments unless otherwise agreed in writing by Wightlink and specified in special conditions below.
- 6.7 Time of delivery or performance (as the case may be) is of the essence. If the Supplier fails to deliver any of the Deliverables by the date specified in the Purchase Order, Wightlink shall (without prejudice to its other rights and remedies) be entitled at Wightlink's sole discretion:
- 6.7.1 to terminate the Contract in whole or in part;

- 6.7.2 to refuse to accept any subsequent performance of the Deliverables which the Supplier attempts to make;
- 6.7.3 to purchase the same or similar Deliverables from a supplier other than the Supplier;
- 6.7.4 to recover from the Supplier all costs and losses resulting to Wightlink, including the amount by which the price payable by Wightlink to acquire those Deliverables from another supplier exceeds the price payable under the Contract and any loss of profit;
- 6.7.5 to require a refund from the Supplier of sums paid in advance for Deliverables that the Supplier has not provided and/or delivered;
- 6.7.6 to claim damages for any additional costs, loss or expenses incurred by Wightlink which are in any way attributable to the Supplier's failure to meet such dates and timescales; and
- 6.7.7 all or any of the foregoing.

## 7. Acceptance, Rejection and Inspection

- 7.1 Wightlink shall not have accepted, or be deemed to have accepted, the Deliverables until the conditions as defined in clause 7.2, are fulfilled ("**Acceptance Conditions**").
- 7.2 The Acceptance Conditions are that:
  - 7.2.1 Deliverables have been performed at the Location; and
  - 7.2.2 Wightlink has notified the Supplier in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the Contract.
- 7.3 Wightlink shall be entitled to reject any Deliverables which are not in full compliance with the Conditions of the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of Wightlink's rights and remedies, including its right to reject. If the Deliverables are rejected due to the volume of the Deliverables exceeding the tolerances (if any) specified in the Purchase Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.
- 7.4 Any rejected Deliverables may be returned to the Supplier by Wightlink at the Supplier's cost and risk. The Supplier shall pay to Wightlink a reasonable charge for storing and returning any of the Deliverables over-delivered or rejected.
- 7.5 The Supplier shall always ensure that it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Deliverables.



## 8. Title and Risk

- 8.1 All property and title in the Deliverables shall pass to Wightlink (without prejudice to any right of rejection) upon payment for the Deliverables being made to the Supplier.
- 8.2 Risk of the Deliverables shall pass to Wightlink upon proper delivery of the Deliverables.

## 9. Warranty

- 9.1 The Supplier warrants and represents that, for a period of 12 months from Wightlink's acceptance (the Warranty Period), the Deliverables shall:
  - 9.1.1 conform to any sample, their description and to the Specification;
  - 9.1.2 be free from defects in design, material and workmanship;
  - 9.1.3 comply with all applicable laws, standards and best industry practice;
  - 9.1.4 if Deliverables, be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
  - 9.1.5 if Deliverables, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and
  - 9.1.6 be fit for purpose and any purpose held out by the Supplier and set out in the Purchase Order.
- 9.2 Wightlink may reject any Deliverables that does not comply with clause 9.1 and the Supplier shall, at Wightlink's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Deliverables provided that Wightlink serves a written notice on the Supplier within the warranty period that some or all of the Deliverables do not comply with clause 9.1.
- 9.3 The provisions of this Contract shall apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the delivery or performance of the remedied, repaired, replaced, corrected or re-performed Deliverables.
- 9.4 The Supplier also warrants that it shall comply with Wightlink's Code of Conduct (Schedule 1) as amended from time to time.

## 10. Anti-Bribery

- 10.1 Each party shall comply with the Bribery Act 2010 including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
  - 10.1.1 all of that party's personnel;

10.1.2 all others associated with that party; and

10.1.3 all of that party's subcontractors involved in performing the Contract so comply.

## 11. Indemnity

11.1 The Supplier shall indemnify and keep indemnified, Wightlink from and against all losses, damages, liability, costs (including legal fees) and expenses incurred by Wightlink as a result of:

11.1.1 defective workmanship, quality or material breach;

11.1.2 any claim made against Wightlink in respect of any loss sustained by the Supplier's employees or third party to the extent that such loss was caused by, relates to or arises from the Deliverables;

11.1.3 any liability under the Consumer Protection Act 1987 in respect of the Deliverables; and

11.1.4 any act or omission of the Supplier, its employees or subcontractors in supplying, delivering and installing the Deliverables and the performance of any Deliverables, save in so far as such losses arise directly from the Suppliers negligence.

11.2 The Supplier shall indemnify and keep indemnified Wightlink from breach of any of the Supplier's obligations under this Contract (including any direct, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Wightlink arising out of or in connection with:

11.2.1 any claim made against Wightlink for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Deliverables;

11.2.2 any claim made against Wightlink arising out of or in connection with the Supplier's breach of clause 16 of this Contract (Processing of Personal Data) and any of its obligations under Data Protection Laws; and

11.2.3 any claim made against Wightlink by a third party arising out of or in connection with the supply of the Deliverables.

## 12. Insurance

12.1 During the term of this Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with this Contract, and shall, on Wightlink'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.

## 13. Limitation of Liability

- 13.1 Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 13.1.1 death or personal injury caused by negligence;
  - 13.1.2 fraud or fraudulent misrepresentation;
  - 13.1.3 any other losses which cannot be excluded or limited by applicable law;
  - 13.1.4 any losses caused by wilful misconduct.
- 13.2 Subject to clauses 13.1, Wightlink's total liability under this Contract shall not exceed the amount paid in relation to each relevant Purchase Order.
- 13.3 Subject to clause 13.1, neither Wightlink and the Supplier shall in any circumstances be liable, under or in connection with this Contract, for any consequential or indirect loss or damage of any kind.

## 14. Intellectual Property Rights

- 14.1 All specifications provided by Wightlink and all Intellectual Property Rights in the Deliverables made or performed in accordance with such specifications shall vest in and remain at all times the property of Wightlink and such specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to Wightlink absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in Wightlink's opinion to vest all such Intellectual Property Rights in Wightlink, and to enable Wightlink to defend and enforce such Intellectual Property Rights, and the Supplier shall at Wightlink's request waive or procure a waiver of any applicable moral rights.
- 14.2 The Supplier shall indemnify Wightlink from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Wightlink as a result of or in connection with any action, demand or claim that use or possession of any of the Intellectual Property Rights, infringes the Intellectual Property Rights of any third party (a Supplier IPR Claim).

## 15. Confidentiality

- 15.1 The Supplier shall keep confidential all Confidential Information of Wightlink and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 15.1.1 any information which was in the public domain at the date of the Contract;
  - 15.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

15.1.3 any information which is independently developed by the Supplier without using information supplied by Wightlink; or

15.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

15.2 This clause shall remain in force in perpetuity.

## 16. Processing of Personal Data

16.1 Each party warrants that it shall at all times fully comply with its obligations under all relevant Data Protection Laws and shall not perform their obligations under the Contract in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Laws.

16.2 The Supplier shall fully indemnify and keep indemnified Wightlink against:

16.2.1 all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Supplier of its obligations under this clause 16; and

16.2.2 all amounts paid or payable by Wightlink to a third party which would not have been paid or payable if the Supplier's breach of this clause 16 had not occurred.

16.3 Should the Supplier be deemed a Processor then the parties will enter into a separate Data Processing Agreement as set detailed in Schedule 2.

## 17. Force Majeure

17.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

17.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

17.1.2 uses best endeavors to minimise the effects of that event.

17.2 If, due to Force Majeure, a party:

17.2.1 is or shall be unable to perform a material obligation; or

17.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or total of more than 30 days in any consecutive period of 60 days; the other party may terminate the Contract on immediate notice.

## 18. Termination

- 18.1 Wightlink may terminate the Contract or any other contract which it has with the Supplier at any time by giving notice in writing to the Supplier if:
- 18.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable;
  - 18.1.2 the Supplier commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach; or
  - 18.1.3 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 18.2 Wightlink may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier:
- 18.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
  - 18.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Wightlink reasonably believes that to be the case;
  - 18.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
  - 18.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
  - 18.2.5 has a resolution passed for its winding up;
  - 18.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
  - 18.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
  - 18.2.8 has a freezing order made against it;
  - 18.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
  - 18.2.10 is subject to any events or circumstances analogous to those in clauses 18.2.1 to 18.2.9 in any jurisdiction;
- 18.3 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Wightlink at any time up to the date of termination.

## 19. Notices

- 19.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - 19.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):
- 19.2 Any notice shall be deemed to have been received:
- 19.2.1 if delivered by hand, at the time the notice is left at the proper address;
  - 19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - 19.2.3 if sent by email, at the time of transmission, or, if this time falls outside the relevant party's business hours in the place of receipt, when business hours resume.
  - 19.2.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 20. Entire Agreement

- 20.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 20.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 20.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

## 21. Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, Wightlink.

## 22. Assignment

- 22.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Wightlink's prior written consent.

## 23. Set off

- 23.1 Wightlink shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract or under any other contract which Wightlink has with the Supplier.
- 23.2 The Supplier shall pay all sums that it owes to Wightlink under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## 24. No Partnership or Agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

## 25. Severance

- 25.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

## 26. Conflicts within Contract

- 26.1 If there is a conflict between the terms contained in the Conditions and the terms of the Purchase Order, Schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

## 27. Third Party Rights

- 27.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

## 28. Governing Law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

## 29. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

### Schedule 1

#### Code of Conduct

##### 1. FORCED LABOUR

- 1.1 There shall be no forced, bonded, prison or compulsory labour in any form, or any form of human trafficking.
- 1.2 Suppliers shall ensure that workers, including migrant workers and workers supplied through an agency, are not required to make deposits, financial guarantees or payments to employers, labour providers, brokers or agencies to obtain work. Suppliers shall be responsible for payment of all fees and expenses.
- 1.3 Suppliers and, where relevant, workers' employers, labour providers or agencies shall not retain original copies of identity documents (such as passports, identity cards, work permits, bank books, ATM cards and other personal documents).
- 1.4 Suppliers shall not engage in making personal loans to workers or jobseekers under circumstances where repayment terms could be defined as debt bondage or forced labour.
- 1.5 Suppliers shall respect the right of workers to terminate their employment after reasonable



notice and to receive all owed salary.

- 1.6** Suppliers shall respect the right of workers to leave the workplace after their shift. Where provided, workers' accommodation arrangements must not restrict workers' freedom of movement at any hour.

## **2. FREEDOM OF ASSOCIATION, COLLECTIVE BARGAINING AND WORKER CONSULTATION**

- 2.1** Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2** Suppliers shall adopt an open attitude towards the activities of trade unions and their organisational activities.
- 2.3** Worker representatives shall not be discriminated against and shall have access to carry out their representative functions in the workplace.
- 2.4** Suppliers shall not use any form of physical or psychological violence, threats, intimidation, retaliation, harassment, or abuse against union representatives and workers seeking to form or join an organization of their own choosing.
- 2.5** Where the right to freedom of association and collective bargaining is restricted or prohibited by law, suppliers must not hinder workers from developing alternative mechanisms to express their grievances, protect their rights regarding working conditions and terms of employment, and negotiate their conditions, including pay. Suppliers must not seek to influence or control these mechanisms.
- 2.6** There is a clear and transparent system of worker and management communication that enables workers to consult and have an effective dialogue with management.
- 2.7** Suppliers shall provide a grievance mechanism for workers to raise workplace concerns. This grievance mechanism must involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism must also allow for anonymous complaints to be raised and addressed. The existence and scope of this mechanism must be clearly communicated to all workers and their representatives, and all workers must have equal access.
- 2.8** Suppliers shall protect whistleblower confidentiality and prohibit retaliation.

## **3. HEALTH AND SAFETY**

- 3.1** A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and any specific hazards. Adequate steps shall be taken to prevent

accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as reasonably practicable, the causes of hazards inherent in the working environment.

- 3.2 Suppliers shall assign responsibility for health and safety to a senior management representative.
- 3.3 Workers shall receive regular and recorded health and safety training and such training shall be repeated for new or reassigned workers.
- 3.4 Male and female workers engaged in working with hazardous chemicals and materials will be informed of any potential risks to their reproductive health. To prevent unsafe exposure, appropriate arrangements shall be made for pregnant women.
- 3.5 Workers shall have access to clean toilet facilities, potable water, and sanitary facilities for food storage. The number of toilets within reasonable distance of the workplace required under applicable law shall be provided. The number of toilets shall also take into consideration the number of workers, privacy for each individual, and gender, accessibility, and hygiene. Undue restrictions shall not be imposed on the time and frequency of toilet use.
- 3.6 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.7 Flexible working arrangements and on-site facilities shall be offered to women who are pregnant or nursing.
- 3.8 Workers shall have access to adequate health services in accordance with applicable national laws and international norms.

#### 4. CHILD LABOUR

- 4.1 Suppliers must not employ any person under the age of 15 in any circumstances. In addition, suppliers shall not employ workers who are below either:
  - i) the legal minimum age for employment applicable to the Supplier; or
  - ii) the age of completion of compulsory education.

We consider all of the above to be **children**. Suppliers shall maintain robust age verification checks at all times to ensure they do not recruit or exploit children in any way.

- 4.2 If any child is found working directly or indirectly for the supplier, the Supplier shall implement a remediation plan, develop or participate in and contribute to policies and programmes that put the best interests of the child first, and provide for the transition of any such child to enable them to attend and remain in quality education until no longer a child.
- 4.3 Young workers under 18 years of age shall not be employed to work at night, or in conditions which compromise their health, safety, or moral integrity, or which harm their physical, mental, spiritual, moral or social development, or which interfere with their schooling or deprive them of the opportunity to attend school.

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## 5. WAGES AND BENEFITS

- 5.1 Wages and benefits paid for a standard working week shall meet, as a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event, wages shall always be enough to meet basic needs and to provide some discretionary income.
- 5.2 Suppliers shall work towards paying workers a fair living wage. Wages are essential for meeting the basic needs and expenditure of employees and reasonable savings. We seek business partners who progressively raise employee living standards through improved wage systems, benefits, welfare programmes and other services, which enhance quality of life.
- 5.3 Wages shall be paid regularly and on time.
- 5.4 Workers shall receive a payslip for each pay period, in a language they understand, clearly indicating the components of the compensation, including exact amounts for wages, benefits, incentives/bonuses and any deductions. Wage calculations shall be transparent, equitable and objective, including any for remuneration based on production, quotas, or piecework.
- 5.5 Female employees shall be entitled to maternity protection (leave and benefits as well as protection against discrimination) in accordance with the requirements of national laws and regulations, or International Labour Organisation Conventions Nos. 183, 103, and 3, whichever is the higher standard.
- 5.6 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law without the express permission of the worker concerned. All disciplinary measures shall be recorded.

## 6. WORKING HOURS

- 6.1 Suppliers shall ensure that working hours comply with national laws, collective agreements, or benchmarked industry standards or relevant international standards, whichever affords greater protection to ensure the health, safety and welfare of workers. Working hours, excluding overtime, shall not exceed 48 hours per week. The total hours worked (including overtime) in any week shall not regularly exceed 60 hours in a single week.
- 6.2 Working hours may exceed 60 hours in a single week only in exceptional circumstances and where all of the following are met: this is permitted by national law; this is permitted by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the worker's health and safety; and the employer can demonstrate that exceptional circumstances apply such as seasonal work, accidents or emergencies.
- 6.3 All overtime shall be voluntary.
- 6.4 Overtime shall be used responsibly and not be requested on a regular basis, taking into account the extent, frequency and hours worked by the individual worker and the workforce as a whole.

It shall not exceed 12 hours per week and it shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay. Should a worker refuse to do overtime they shall not be punished, retaliated against, or penalised in any way.

- 6.5 Workers shall be provided with at least one day off in every 7 day period or, where permitted by national law, 2 days off in every 14 day period, as well as paid annual leave.

## 7. DISCRIMINATION

- 7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, ethnic origin, caste, nationality, social , religion, age, disability, gender, marital status, family responsibilities, pregnancy status, sexual orientation, HIV/AIDS status, union membership or political affiliation.
- 7.2 Female workers shall be protected against threats of dismissal or any other employment decision that negatively affects their employment status in order to prevent them from getting married or becoming pregnant.
- 7.3 Suppliers shall not make use of pregnancy screening or testing at any time before or after the jobseeker signs an employment agreement, except where required by law. In such cases, the results of pregnancy screens or tests must only be used in accordance with the law.

## 8. EMPLOYMENT RELATIONSHIP

- 8.1 Work performed shall be on the basis of a recognised employment relationship established in compliance with national law and international labour standards.
- 8.2 All workers, both permanent and casual, shall be provided with clear written information and employment documents before they enter employment, containing accurate details of employment conditions, including pay, hours, overtime, benefits, leave, disciplinary and grievance systems. These documents shall be freely agreed, in a language that workers understand, and shall respect workers' legal and contractual rights.
- 8.3 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment. Nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

## 9. HARASSMENT AND ABUSE

- 9.1 Suppliers shall commit to a workplace free of harassment and abuse. Physical and verbal abuse, physical discipline, and any other abuse, harassment or intimidation shall be prohibited, as shall

the threat of any such abuse, harassment, or intimidation.

- 9.2** Sexual harassment, including unwelcome sexual advances, unwanted hugs and touches, suggestive or lewd remarks, requests for sexual favours, and the display of indecent, derogatory, or pornographic pictures, posters, drawings, or videos, shall be prohibited.
- 9.3** All workers, both men and women, shall be protected from retaliation for complaining about harassment and abuse.

## **10. ANTI-BRIBERY AND CORRUPTION**

- 10.1** The offering, paying, soliciting or accepting of bribes or kickbacks, including facilitation payments, is strictly prohibited. General explanations for 'bribe' and 'facilitation payment' are included in the Appendix.
- 10.2** Suppliers, representatives and their employees must comply with all applicable anti-bribery and corruption laws. If no such anti-bribery or corruption laws apply or are of a lesser standard than that prescribed by the UK Bribery Act 2010, suppliers, representatives and their employees must adhere to the UK Bribery Act 2010.
- 10.3** Suppliers and representatives shall have in place anti-corruption and bribery procedures designed to prevent employees or persons associated with their business from committing offences of bribery or corruption. Suppliers and representatives will properly implement these procedures into their business and review them regularly to ensure that they are operating effectively.

## **11. ENVIRONMENTAL REQUIREMENTS**

- 11.1** Suppliers shall support and encourage operating practices, farming practices and agricultural production systems that are sustainable.
- 11.2** Suppliers and their representatives shall continually strive towards improving efficiency and sustainability of their operations, which should include water conservation programmes.
- 11.3** Suppliers shall be able to demonstrate environmental management, including the following:
- i)** the Supplier should have a company environment representative;
  - ii)** the Supplier should be aware of and be able to demonstrate compliance with all environmental legislation that may affect its activities;
  - iii)** the Supplier should conduct an environmental review to determine whether any aspects of its operations, products or services can more fully reflect the requirements in this clause; and
  - iv)** the Supplier should provide transparency in disclosing any enforcement, improvement or prohibition notices served on its site(s) within the last three years.

## **12. LAND AND NATURAL RESOURCES**

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- 12.1** Suppliers shall adhere to the principle of free, prior and informed consent of all communities when acquiring land. The rights of communities and traditional peoples to maintain access to land, water and natural resources will be recognised and respected.

### **13. AUDIT AND TERMINATION OF AGREEMENTS**

- 13.1** Suppliers shall only use site(s) approved by Wightlink in writing and will not subcontract or change site(s) without Wightlink's further written approval.
- 13.2** Wightlink will provide guidance to Suppliers to help them understand our requirements and to implement policies and procedures to enable them to comply with our standards.
- 13.3** Compliance with this Code of Conduct is a mandatory requirement and will be subject to audit. Suppliers shall always demonstrate an open attitude to such audits, monitoring activities, visits and training programmes, including worker interviews, and give all cooperation to Wightlink Ovaltine's appointed auditors.
- 13.4** Where shortcomings with any aspect of this Code of Conduct are identified, the Supplier shall devise, and inform Wightlink of, its corrective action and implementation plans and timeline to effectively and promptly resolve the shortcomings.
- 13.5** Wightlink reserves the right to terminate an agreement with any supplier immediately for failure to comply with this Code of Conduct or where there is no willingness to make the appropriate changes.

### **14. COMPLIANCE WITH LAWS**

- 14.1** Wightlink is fully committed to compliance with the applicable laws and regulations in each location where Wightlink conducts business, and will not knowingly operate in violation of any such law or regulation.

## **APPENDIX: Definitions**

### Bribe:

A bribe may involve giving or offering any form of gift, consideration, reward or advantage to someone in business or government in order to obtain or retain a commercial advantage or to induce or reward the recipient for acting improperly or where it would be improper for the recipient to accept the benefit. Bribery can also take place where the offer or giving of a bribe is made by or through a third party, e.g. an agent, representative or intermediary.

Some examples of bribes are as follows (this is not an exhaustive list): lavish gifts, meals, entertainment or travel expenses, particularly where they are disproportionate, frequent or provided in the context of ongoing business negotiations; the uncompensated use of company services, facilities or property; cash payments;

loans, loan guarantees or other credit; the provision of a benefit, such as an education scholarship or healthcare, to a member of the family of a potential customer/public or government official; providing a sub-contract to a person connected to someone involved in awarding the main contract; engaging a local company owned by a member of the family of a potential customer/public or government official; etc.

Facilitation Payment:

Facilitation payments are small payments or fees requested by government officials to speed up or facilitate the performance of routine government action (such as the provision of a visa or customs clearance). Such payments are strictly prohibited under this Code, regardless of whether they are permitted by national laws.

SIGNED by ..... (name)

..... (signature)

duly authorised for and on behalf of  
**WIGHTLINK LIMITED**

SIGNED by ..... (name)

..... (signature)

duly authorised for and on behalf of  
**[INSERT SUPPLIER NAME]**

**Schedule**