Dated

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agreement for the Supply of skips and disposal of waste

between

ASHFORD BOROUGH COUNCIL

and

[SUPPLIER]

Contents

Clause

1. Interpretation 1

2. Term of engagement 3

3. Duties and obligations 3

4. Payments to the Supplier 5

5. Mediation 5

6. Other activities 6

7. Confidential information 6

8. Data protection 7

9. Warranties and Intellectual property 7

10. Insurance and liability 9

11. Termination 9

12. Obligations on termination 10

13. Status 11

14. Notices 11

15. Entire agreement 11

16. Variation 11

17. Counterparts 12

18. Third party rights 12

19. Governing law and jurisdiction 12

Schedule

Schedule 1 Services, Deliverables and Tender Submission 12

SCHEDULE 2 COMMERCIALLY SENSITIVE INFORMATION ………………………12

**THIS AGREEMENT** is dated 2022

Parties

1. **ASHFORD BOROUGH COUNCIL** of Civic Centre, Tannery lane, Ashford TN23 1PL (Council).
2. **[SUPPLIER]** of (Supplier).

**NOW IT IS AGREED** as follows:

A) The Council is desirous of designating the Supplier to undertake the supply of skips and disposal of waste (the “Services”).

B) The Supplier has agreed to undertake the Services set out in this Agreement for the Payment detailed herein.

Agreed terms

# Interpretation

## The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

Agreement: shall mean these terms and conditions, and all Schedules as set out herein.

Capacity**:** as agent, Company, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date**:** 1 August 2022.

**Commercially Sensitive Information:** the information listed in schedule 2 comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

Council Property**:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Council or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Supplier's use by the Council during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Supplier on the Council or the Supplier's computer systems or other electronic equipment during the Engagement.

Confidential Information**:** any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel of the Supplier, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including Commercially Sensitive Information.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Date of Delivery:** means that date by which the Deliverables must be delivered to the Council, as specified in any order.

**Deliver:** means hand over the Deliverables to the Council at the address and on the date specified in any order, which shall include unloading and any other specific arrangements agreed in accordance with this Agreement. Delivered and Delivery shall be construed accordingly.

**Deliverables:** means the provision of skips (and other deliverables as the context so permits) for Council use as part of the Services set out in the Specification.

Engagement**:** the engagement of the Supplier by the Council on the terms of this Agreement.

**EIR:** the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**Existing IPR:** any and all intellectual property rights that are owned by or licensed to either party and which have been developed independently of the Agreement (whether prior to the date of the Agreement or otherwise);

**FOIA:** the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Information**:** has the meaning given under section 84 of FOIA.

Intellectual Property Rights**:** patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention**:** any invention, idea, discovery, development, improvement or innovation made by the Supplier in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**New IPR:** all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Agreement but shall not include the Supplier's Existing IPR;

**Personal Data:** as defined in the Data Protection Legislation.

Pre-Contractual Statement**:** any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Engagement other than as expressly set out in this Agreement or any documents referred to in it.

Request for Information**:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

Services**:** the services provided by the Supplier in accordance with the Councils specification and the Supplier’s response, as more particularly described in Schedule 1.

**Specification:** means the specification for the Deliverables to be supplied by the Supplier to the Council (including as to quantity, description and quality) as set out in this Agreement.

Term: 5 years from the Commencement Date

Termination Date**:** the date of termination of this Agreement, howsoever arising.

VAT**:** value added tax chargeable under the Value Added Tax Act 1994.

Works**:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Supplier in the provision of the Services.

## The headings in this Agreement are inserted for convenience only and shall not affect its construction.

## A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

## The Schedules to this Agreement form part of (and is incorporated into) this Agreement.

# Term of engagement

## The Council shall engage the Supplier and the Supplier shall provide the Services on the terms of this Agreement.

## The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:

### as provided by the terms of this Agreement; or

### by either party giving to the other not less than 4 weeks' prior written notice.

# Duties and obligations

## During the Engagement the Supplier shall:

### act with due skill and care and in accordance with the best practice prevailing in the industry from time to time and use its best endeavours to promote the interests of the Council;

### in all respects in accordance with the Council's policies; and

### in accordance with all Applicable Laws. The Supplier shall in respect of all persons employed or seeking to be employed by the Supplier (whether in and about the provision of the Services or otherwise) comply with each and every provision of the of law which encourages inclusion, diversity and the promotion of equality or opportunity training and promotion regardless of sex, colour, race, ethnic origin, nationality, sexual orientation or religion;

### promptly give to the Council all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Council; and

### comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

## Unless it has been specifically authorised to do so by the Council in writing, the Supplier shall not:

### have any authority to incur any expenditure in the name of or for the account of the Council; or

### hold itself out as having authority to bind the Council.

## The Supplier shall comply with all reasonable standards of safety and comply with the Council's health and safety procedures from time to time in force at the Councils premises (if applicable) or where the Services are provided and report to the Council any unsafe working conditions or practices.

## The Supplier may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

### the Council will not be liable to bear the cost of such functions; and

### at the Council's request the third party shall be required to enter into direct undertakings with the Council, including with regard to confidentiality.

### the Supplier shall be responsible for the actions of the third party.

## The Supplier shall:

### comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

### not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

### comply with the Council's Anti-bribery policy, as the Council may update them from time to time (Relevant Policies);

### promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;

### ensure that all persons associated with the Supplier or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.5; and

### within 3 months of the date of this Agreement, and annually thereafter, certify to the Council in writing, its compliance with this clause 3.5. The Supplier shall provide such supporting evidence of compliance as the Council may reasonably request.

## Breach of clause 3.5 shall be deemed a material breach of this Agreement.

## The supplier must provide the Services and Deliverables:

#### in accordance with the Specification and this clause 3;

#### using its own policies, processes and internal quality control measures as long as they don’t conflict with the Agreement;

#### on the dates agreed;

#### at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Council to the Supplier for supplying the Services remains the property of the Council and is to be returned to the Council on expiry or termination of the Agreement;

#### in allocating sufficient resources and appropriate expertise to the Agreement;

#### with all reasonable care to ensure performance does not disrupt the Council's operations, employees or other contractors;

#### and be responsible for leaving the Council's premises (if applicable) in a clean, safe and tidy condition and making good any damage that it has caused to the Council's premises or property, other than fair wear and tear;

#### having ensured all Services, and anything used to deliver the Services, are of good quality and free from defects; and

#### The Council is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Agreement.

# Payments to the Supplier

### The Sum is fixed at £ (pounds) including costs and expenses, but not including VAT, and shall be payable in arrears. The Supplier shall submit proper VAT invoices, on completion of works in arrears, to the Council in respect of the Services provided.

### Each invoice submitted will provide a full breakdown of services provided for the previous month. The Supplier will quote the Council’s purchase order number on all invoices.

### Invoices must be submitted to the Council by email as a pdf to [financemail@ashford.gov.uk](mailto:financemail@ashford.gov.uk) referencing the order number.

### In the event of the Council, for any reason being unable to approve an invoice for payment, the Council shall inform the Supplier without delay.

### When approving any invoices, the Council shall take into account any adjustments required to reflect any Supplier non-performance.

### Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 5. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of 30 days after resolution of the dispute between the parties.

### Interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Supplier shall not suspend the supply of the Services if any payment is overdue.

The Council shall pay all approved invoices within 30 days of receipt.

# Mediation

## In the event of any dispute or disagreement arising out of or in connection with this Agreement or any breach thereof ("a Dispute") the Council and Supplier agree first to use their reasonable endeavours to negotiate in good faith a settlement of such dispute

## To this end at any time after a Dispute has arisen either party may serve upon the other a notice to commence mediation to settle the Dispute and on receipt of such notice the other party may within seven days notify CEDR and request that the mediator be appointed

## Any such mediation shall be conducted in accordance with the rules prescribed by CEDR

## The mediation shall be deemed to have commenced on the notification to both parties in writing of the appointment of a mediator by the CEDR and upon written confirmation having been received by the parties of the mediator's acceptance of the appointment

## If at any time after 10 days from the commencement of the mediation no settlement has been achieved or the party on whom notice was served did not notify CEDR within seven days of receipt of notice to request mediation, then either party may refer to the courts for settlement.

## Each party to bear its own costs of the mediation.

## The payment of fees for the mediation process will be as directed by CEDR.

# Other activities

Nothing in this Agreement shall prevent the Supplier from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

### such activity does not cause a breach of any of the Supplier's obligations under this Agreement; and

### the Supplier shall give priority to the provision of the Services to the Council over any other business activities undertaken by the Supplier during the course of the Engagement.

# Confidential information and FOI

## The Supplier acknowledges that in the course of the Engagement it will have access to Confidential Information. The Supplier has therefore agreed to accept the restrictions in this clause 7.

## The Supplier shall not (except in the proper course of its duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

### any use or disclosure authorised by the Council or required by law; or

### any information which is already in, or comes into, the public domain otherwise than through the Supplier's unauthorised disclosure.

## At any stage during the Engagement, the Supplier will promptly on request return all and any Council Property in its possession to the Council.

## **FREEDOM OF INFORMATION**

## The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

### provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;

### transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

### provide the Council with a copy of all Information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and

### not respond directly to a Request For Information unless authorised in writing to do so by the Council.

## The Supplier acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Council shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

# Data protection

8.1 the Supplier shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with the Council's data protection policy and relevant obligations under the Data Protection Legislation and associated codes of practice when processing personal data relating to any employee, worker, customer, supplier or agent of the Council and both parties will duly observe all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

# Warranties and Intellectual property

## The Supplier warrants and represents that:

## (a) it has full capacity and authority to enter into and to perform the Contract;

## (b) the Contract is executed by its authorised representative;

## (c) it is a legally valid and existing organisation incorporated in the place it was formed;

## (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;

## (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;

## (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

## (g) it is not impacted by an Insolvency Event.

## 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables or Services under the Contract.

## 9.3 The Supplier indemnifies the Council against each of the following:

## (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

## (b) non-payment by the Supplier of any tax or National Insurance.

## 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Council.

## 9.5 All third party warranties and indemnities covering the Deliverables or Services must be assigned for the Council's benefit by the Supplier.

## 9.6 Intellectual Property Rights (IPRs)

## 9.6.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Council a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

## (a) receive and use the Deliverables;

## (b) use the New IPR.

## 9.6.2 Any New IPR created under the Contract is owned by the Council. The Council gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

## 9.6.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

## 9.6.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 9.6 or otherwise agreed in writing.

## 9.6.5 If any claim is made against the Council for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Deliverables or Services (an "IPR Claim"), then the Supplier indemnifies the Council against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

## 9.6.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Council's sole option, either:

## (a) obtain for the Council the rights in this clause 9.6 without infringing any third party intellectual property rights;

## (b) replace or modify the relevant item with substitutes that don’t infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables or Services.

# Insurance and liability

## The Supplier shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Supplier of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

## During the term of this Agreement and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance supplier, Employers liability insurance of not less than £10 million and Public liability insurance for no less than £10 million and shall, on the Council's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

## The provisions of this clause 10 shall survive termination of this Agreement,however arising.

## The Supplier shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Supplier is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify the Council without delay.

# Termination

## Notwithstanding the provisions of clause 2.2, the Council may terminate the Engagement with immediate effect with no liability to make any further payment to the Supplier (other than in respect of amounts accrued before the Termination Date) if at any time the Supplier or its staff or anyone working for the Supplier:

### suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 commits any gross misconduct affecting the business of the Council ;

### commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Council;

### commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

### a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

### an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier;

### the holder of a qualifying floating charge over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver;

### a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

### is in the reasonable opinion of the Council negligent or incompetent in the performance of the Services;

### commits any fraud or dishonesty or acts in any manner which in the opinion of the Council brings or is likely to bring the Supplier or the Council into disrepute or is materially adverse to the interests of the Council ;

### commits any breach of the Council's policies and procedures; or

### commits any offence under the Bribery Act 2010.

## The rights of the Council under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Supplier as having brought the Agreement to an end. Any delay by the Council in exercising its rights to terminate shall not constitute a waiver of these rights.

## The Council may terminate this Agreement for any reason on 3 months’ notice to the supplier.

# Obligations on termination

On the Termination Date the Supplier shall:

### immediately deliver to the Council all Council Property in its possession or under its control;

### irretrievably delete any information relating to the business of the Council stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the Council. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts;

### provide a signed statement, if required by the Council, that it has complied fully with its obligations under this clause 12;

### at no cost to the Council, give all reasonable assistance to the Council and any incoming supplier and co-operate fully in the handover and re-procurement; and

### be responsible for the Council's reasonable costs of procuring replacement deliverables for the rest of the term of the Agreement (where it is terminated early).

# Status

## The relationship of the Supplier to the Council will be that of independent contractor and nothing in this Agreement shall render its staff employees, workers, agents or partners of the Council and the Supplier shall not hold itself out as such.

# Notices

## Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Council) its office for the time being and (in the case of the Supplier) its last known address, or by sending it by fax to the fax number notified by the relevant party to the other party. Any such notice shall be deemed to have been received:

### if delivered personally, at the time of delivery;

### in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and

### in the case of fax, at the time of transmission.

## In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party.

# Entire agreement

Each party on behalf of itself acknowledges and agrees with the other party that:

### this Agreement together with any documents referred to in it constitutes the entire agreement and understanding between the Supplier and the Council and supersedes any previous arrangement, understanding or agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);

### in entering into this Agreement neither party has relied on any Pre-Contractual Statement; and

### each party agrees that the only rights and remedies available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this Agreement shall, however, limit or exclude any liability for fraud.

# Variation

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

# Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

# Third party rights

## A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

# Governing law and jurisdiction

## 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 the law of England and Wales.

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

**IN WITNESS** to which the parties have signed this Agreement on the date above written

**Schedule 1 Services, Deliverables and Tender Submission**

**Schedule 2 Commercially Sensitive Information**

Signed on behalf of

Ashford Borough Council by:

Authorised Signatory Name and Title (Print)

Authorised Signatory Name and Title (Print)

Signed on behalf of

**(Supplier details)** by:

Authorised Signatory Name and Title (Print)

Authorised Signatory Name and Title (Print)