

The Orders of St John Care Trust (OSJCT) Shortform Terms and Conditions for the Purchase of Goods and/or Services

1 Definitions and Interpretation:

1.1 In these Conditions the following words shall have the following meanings:

"Affiliate" means with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity;

"Conditions" means these terms and conditions for the purchase of Goods and/or Services;

"Confidential Information" means any information which is marked as being confidential or which may reasonably be regarded as confidential together with all information obtained from OSJCT and/or its Affiliates that relates to the business, affairs, products, developments, trade secrets, employees, customers and suppliers of OSJCT or its Affiliates;

"Contract" means the Purchase Order together with these Conditions, the Supplier's acceptance of the Purchase Order and any other documents attached or referred to therein;

"Control" and its derivatives means the power of a person to secure: (i) by means of the holding of shares or the possession of voting power in an entity; or (ii) by virtue of any powers conferred by the articles of association or other document regulating or relating to an entity, that the affairs of that entity are conducted in accordance with that person's wishes;

"Data" means all designs, models, mock-ups, drawings, prints, samples, analysis results, data and documents of all kinds, materials, photographs, negatives, diskettes, films, software or any similar items created or procured by OSJCT for the purposes of the Contract;

"Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

"Good Industry Practice" means in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or an internationally recognised company engaged in the same type of activity under the same or similar circumstances;

"Goods" means the goods specified in the Purchase Order (or amendment thereof) to be supplied by the Supplier in accordance with the Contract (including any part or parts of them);

"OSJCT" means [OSJCT (registered company number 3073089), whose registered office is at Eyre Court, Whisby Way, Lincoln, LN6 3LQ;

"IPRs" means any and all intellectual property rights protected under the law anywhere in the world, including patents, designs, copyright and related rights, trade marks, business names and domain names, rights in data and database rights, rights in get-up, goodwill and the right to sue for passing off, rights to use, and protect the confidentiality of confidential information (including know-how and technical information), whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar and equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Law(s)" means any applicable law, statute, bye-law, regulation, order, regulatory policy, compulsory guidance, rule of court or directives or delegated or subordinate legislation;

"Purchase Order" means OSJCT's official numbered purchase order attached incorporating these Conditions;

"Services" means the services specified in the Purchase Order (or amendment thereof) to be carried out by the Supplier in accordance with the Contract; and

"Supplier" means the supplier of Goods and/or Services who accepts OSJCT's Purchase Order.

"UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and The Data Protection (Charges and Information) Regulations 2018 on the circumstances in which data controllers are required to pay a charge, and provide information, to the Information Commissioner.

1.2 In these Conditions:

- 1.2.1 A reference to any statute or statutory instrument shall be construed as including a reference to any modifications, extension or re-enactment thereof from time to time;
- 1.2.2 "including", "includes" and "in particular" are illustrative, none of them shall limit the sense of the words preceding it and each of them shall be deemed to incorporate the expression "without limitation". "Other" and "otherwise" are also illustrative and shall not limit the sense of the words preceding them; and
- 1.2.3 the headings are for convenience only and shall not affect its interpretation.

2 Rights of Affiliates:

2.1 The Supplier acknowledges that OSJCT enters into this Contract for the benefit of itself and also for the benefit of each Affiliate. The Goods and/or Services are provided for the benefit and use of OSJCT and also for the benefit and use of any Affiliate.

2.2 Accordingly, OSJCT may provide the Goods or make the benefits of the Services available to any Affiliate.

3 Application of the Conditions:

3.1 Subject to any variation in accordance with clause 16.8, these Conditions are the only conditions on which OSJCT is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions.

3.2 Each Purchase Order for Goods and/or Services by OSJCT from the Supplier shall be deemed to be an offer by OSJCT to buy Goods and/or Services subject to these Conditions and no Purchase Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order, in whole or part accepts the offer.

3.3 No terms and conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the

Supplier waives any right which it might otherwise have to rely on such terms and conditions.

4 Performance – Goods and/or Services:

4.1 The Goods supplied under this Contract shall: (i) be of [the best available/good and sound] design, materials and workmanship; (ii) be of merchantable quality and fit for the purpose(s) for which they are supplied under the Contract; (iii) conform as to description, specification and quantity with the particulars stated in the Contract; (iv) comply with all statutory requirements; (v) be free from any defect in title; and (vi) be returnable to the Supplier within 30 days in the event that the Goods supplied (a) are or have suffered damage during manufacture or transit which could reasonably be discerned from the inspection on delivery, or (b) are not in accordance with the specifications of the Contract.

4.2 The Services provided under the Contract shall: (i) be carried out in accordance with Good Industry Practice; (ii) be carried out with due expedition and in so far as is reasonably practicable within the time if specified under this Contract; (iii) in compliance with all applicable Laws; and (iv) in accordance with any policies, procedures and guidelines notified by OSJCT to the Supplier from time to time.

5 Delivery of Goods and Risk/Property:

5.1 The Goods shall be delivered, carriage paid, at the times, dates and place specified in the Purchase Order, or communicated by email or verbally subsequent to the issue of the PO and in line with the requirements of the request for proposal document. The Supplier shall off-load the Goods at its own risk as directed by OSJCT. The date for delivery shall be specified in the Purchase Order.

5.2 Delivery shall be deemed to be made on receipt of the Goods by OSJCT in accordance with the Contract.

5.3 If the Goods are delivered to OSJCT in excess of the quantities ordered OSJCT shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's cost and expense.

5.4 If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, OSJCT reserves the right to cancel the Contract in whole or in part; OSJCT will give a minimum of 72 hours' notice of any changes to the requested delivery date and will not be liable for cancellation charges if this notice is given.

5.5 The Goods shall remain at the risk of the Supplier until delivery to OSJCT is complete (including off-loading and stacking) when ownership of the Goods shall pass to OSJCT unless separately agreed in writing between the parties.

6 Labelling and Packaging:

6.1 The Goods shall be packed and marked: (i) in a proper manner and in accordance with OSJCT's instructions; (ii) with the Purchase Order number, description and quantity of the Goods contained in each container; (iii) in accordance with any statutory requirements.

6.2 Containers of hazardous Goods (and all related documents) shall bear prominent and adequate warnings. All packaging materials must be removed by the supplier and disposed of in an environmentally friendly manner or recycled.

7 Inspection, Acceptance and Rejection:

7.1 Without prejudice to any of its other rights hereunder, OSJCT may by notice to the Supplier reject all or any of the Goods and/or Services if the Supplier fails to comply with any of its obligations under the Contract.

7.2 The Goods and/or Services (as applicable) shall be deemed to be accepted within thirty (30) days of delivery of the Goods to OSJCT and/or completion of the Services, provided that OSJCT has raised no earlier objections, issues or concerns regarding the Goods and/or Services. Facilities to confirm that this is an acceptable long stop date for deemed acceptance of both Goods and/or Services.

7.3 The Supplier shall at OSJCT's option replace the Goods and/or rectify the Services rejected by OSJCT with Goods and/or Services which in all respects conform to the Contract, or the Supplier shall credit OSJCT with the invoice price thereof.

7.4 If any of the Goods and/or Services fail to comply with the provisions set out in clauses 4.1 and/or 4.2 (as applicable), OSJCT shall be entitled to avail itself of any one or more remedies listed in clause 15.

8 Price/Payment:

8.1 The price(s) detailed in the Contract shall remain firm and fixed for the duration of the Contract and unless otherwise agreed in writing by OSJCT shall be inclusive of VAT where applicable.

8.2 The Supplier shall send a detailed invoice for the Goods and/or Services, quoting the Purchase Order number to the OSJCT Accounts Payable department. Subject to clause 8.4 below, payment will be made by OSJCT within 30 days of receipt of a valid invoice unless otherwise agreed in writing.

8.3 The Supplier shall provide with each invoice complete and accurate records, receipts and other supporting documentation as evidence of the amounts invoiced. The Supplier shall forthwith provide upon request from OSJCT any further supporting documentation as OSJCT may reasonably require.

8.4 In the event that OSJCT has a good faith dispute in relation to all or any portion of an invoice submitted by the Supplier:

8.4.1 OSJCT shall notify the Supplier of the dispute setting out in reasonable detail the reason for such dispute within 30 days of receipt of the relevant invoice;

8.4.2 OSJCT shall continue to pay the undisputed amount when it becomes due and payable in accordance with the terms of the Contract;

8.4.3 the parties shall continue to perform their respective obligations under the Contract; and

8.4.4 the parties shall resolve the dispute in accordance with the procedures set out in clause 18.

8.5 The Supplier shall be entitled to charge interest on all undisputed amounts outstanding at the rate of 2% per annum above the base rate of the Bank of England (or its successors) in force at the due date and such interest will be applied cumulatively from such date until the actual date of payment.

9 Intellectual Property Rights:

- 9.1 The Supplier warrants that the manufacture of the Goods and/or supply of the Services to OSJCT under the Contract shall not infringe the IPRs of any third party.
- 9.2 All IPRs belonging to a party prior to entering into this Contract shall remain vested in that party or (if applicable) the relevant Affiliate. All IPRs in OSJCT's trade marks and brands shall not be used by the Supplier for any purpose without OSJCT's prior written consent and then only if used in accordance with OSJCT's brand guidelines.
- 9.3 To the extent necessary for OSJCT to receive the full benefit of the Goods and/or Services under the Contract, the Supplier hereby grants OSJCT a non-exclusive, non-transferable, licence to use the Goods and any work products and/or deliverables which form part of the Services, including the right to sub-licence such work products and/or deliverables where necessary to its Affiliates, agents, contractors and professional advisers.

10 Indemnity:

- 10.1 The Supplier shall indemnify and keep indemnified, OSJCT fully against all claims, proceedings, actions, damages, legal costs, expenses and other liabilities whatsoever arising out of or in connection with this Contract, in respect of:
- 10.1.1 Any claim made against OSJCT by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Services, to the extent that the defects in the Goods and/or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and/or
- 10.1.2 Any claim made against OSJCT by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and/or
- 10.1.3 Any claim made against OSJCT for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

This Clause 10 shall survive termination of the Contract.

11 Insurance:

The Supplier shall effect and shall maintain in place for the term of this Contract and for a reasonable period thereafter appropriate insurance cover for an amount sufficient to cover its liabilities under this Contract including but not limited to all insurances required by Law.

12 Confidentiality and Data Protection:

- 12.1 "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Supervisory Authority", "processing" and "appropriate technical and organisational measures" shall be as defined in the Data Protection Legislation.
- 12.2 The Supplier shall treat all information, Data or process in connection with the Contract as confidential and shall not use any Confidential Information supplied by OSJCT other than for the purposes of the Contract.
- 12.3 The parties each acknowledge and agree that they may need to process personal data in order to deliver the requirements of this Contract. Each party shall process personal data in accordance with their respective privacy policies. The parties acknowledge that they may be required to share personal data with their affiliates, group companies and other relevant parties, within or outside of the UK, in order to deliver the requirements of this Contract, and in doing so each party will ensure that the sharing and use of personal data complies with applicable Data Protection Laws.
- 12.4 Where and to the extent that the Supplier may process personal data for and on behalf of OSJCT as part of the Services, the Supplier shall be deemed the Processor and OSJCT shall be deemed the Controller.
- 12.5 The Supplier shall comply with the obligations imposed upon a Processor under the Data Protection Laws and shall co-operate with OSJCT and take all such action as are necessary to enable OSJCT to comply with its obligations under the Data Protection Laws and shall not perform its obligations under this Contract in such a way as to cause OSJCT to breach any of its obligations under the Data Protection Laws, expressly and without limitation:
- 12.5.1 the parties shall agree and document the nature of the processing in accordance with Article 28(3), and otherwise the Processor shall comply with the obligations set out in Article 28(2), (3), and (4) of the UK GDPR, any other duties as set out in the Data Protection Act 2018;
- 12.5.2 the Supplier shall process Personal Data only on the documented written instructions of OSJCT and shall not process that Personal Data for any other reason or purpose unless the Supplier is required by applicable Laws to otherwise process that Personal Data;
- 12.5.3 the Supplier shall ensure that it has in place appropriate technical and organisational measures 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;

- 12.5.4 the Supplier shall not appoint any third-party processor without the prior written consent of the OSJCT. In the event OSJCT does provide such consent, 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 12. As between OSJCT and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor it appoints;
- 12.5.5 the Supplier shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 12.5.6 no Personal Data shall be transferred outside the UK without the express approval of OSJCT and such approval is subject to such further conditions or requirements of OSJCT;
- 12.5.7 the Supplier shall assist the OSJCT 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 regulator;
- 12.5.8 the Supplier shall notify OSJCT immediately, and in any event within 24 hours, on becoming aware of a Personal Data Breach and provide OSJCT with all the assistance it requires, at the Suppliers cost, in order to remedy the Personal Data Breach and report to the relevant Supervisory Authority.
- 12.5.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 12 and, no more than once every 12 months, on receiving reasonable written notice from OSJCT allow for audits by the OSJCT or OSJCT's designated auditor and immediately inform the Customer if, in the opinion of the Processor, an instruction infringes the Data Protection Legislation;
- 12.5.10 The Supplier shall, at the direction of OSJCT, delete or return Personal Data and copies thereof (in a format reasonably requested by OSJCT) to OSJCT on termination of the Contract unless required by applicable Law to store the Personal Data;

12.6 The Supplier shall indemnify and keep indemnified OSJCT and each member of its group from and against all losses suffered or incurred by OSJCT and each member of its group arising out of or in connection with claims and proceedings arising from any breach of the Supplier's obligations under this Clause 12.

13 Supplier's Staff:

- 13.1 The Supplier shall ensure that at all times it makes available a sufficient number of suitably qualified and experienced staff to provide the Services.
- 13.2 The Supplier shall ensure that its staff, while on OSJCT premises, comply with all applicable OSJCT guidelines, policies and procedures, including but not limited to those relating to health and safety, conduct and security, as advised to the Supplier by OSJCT from time to time.
- 13.3 OSJCT reserves the right to refuse to admit to, or to withdraw permission to remain on, OSJCT premises, any member of the Supplier's staff or any person employed or engaged by a sub-contractor or agent, whose admission or continued presence would be, in the sole judgement of OSJCT contrary to its interest.

14 Termination:

- 14.1 This Contract may be terminated with immediate effect by either party by giving notice in writing to the other party:
- 14.1.1 if the other party commits a material breach of any provision of this Contract and the breach is not capable of remedy;
- 14.1.2 if the other party commits a material breach of any provision of this Contract which is capable of remedy and fails to remedy the breach within 30 days of receipt of a written notice from the other party specifying the breach and requiring it to be remedied; or
- 14.1.3 if the other party passes a resolution for winding up or a winding-up order is made against it or goes into administration or a receiver or administrative receiver is appointed with respect to the business or any part thereof of the other party or an encumbrancer takes possession of the undertaking or assets (or any part thereof) of the other party or that party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or ceases to or threatens to cease to carry on its business or enters into a composition with its creditors or any analogous event occurs under the law of any jurisdiction to which a party is subject.
- 14.2 In the event of termination by OSJCT under clause 14.1.1 or 14.1.2, OSJCT may retain from any amount due to the Supplier under the Contract an amount equal to any bona fide claim OSJCT may have against the Supplier arising out of or in connection with such breach.
- 14.3 OSJCT may at its convenience terminate the Contract or any part thereof at any time by giving notice to the Supplier. In this event OSJCT shall, subject to any other provisions of the Contract, pay the Supplier for all the Goods and/or Services supplied in accordance with the Contract up to the time of termination.
- 14.4 Upon termination of the Contract the Supplier shall immediately return or securely dispose of any OSJCT Data, equipment or other materials which the Supplier may have in its possession at the absolute discretion of OSJCT.
- 14.5 Any termination of this Contract (howsoever occasioned) does not affect any accrued rights or liabilities of either party nor does it affect the coming into force or the continuance in force of any provision of this Contract that is expressly or by implication intended to come into or continue in force on or after any termination or expiry.

15 Remedies

- 15.1 Without prejudice to any other right or remedy which OSJCT may have, if the Supplier fails to deliver Goods and/or to perform the Services by the applicable date, has delivered Goods that do not comply with OSJCT's Specification and/or has supplied Services that do not comply with

OSJCTs Specification, or the Supplier fails to comply with, any of the terms of the Contract, OSJCT shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by OSJCT:

- 15.1.1 to rescind the Purchase Order;
- 15.1.2 to reject the Goods (in whole or in part) and (as far as practicably possible in respect of the Services any work products and/or deliverables) return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods [and/or the work products and/or deliverables of the Services] so returned shall be paid forthwith by the Supplier;
- 15.1.3 at OSJCT's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 15.1.4 to refuse to accept any further deliveries of the Goods and/or provision of the Services but without any liability to OSJCT;
- 15.1.5 to carry out at the Supplier's expense any work necessary to make the Goods and/or Services comply with the Contract; and
- 15.1.6 to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract

16 Miscellaneous:

- 16.1 The Supplier shall not assign, or otherwise transfer the whole or part of this Contract without the prior written consent of OSJCT (such consent not to be unreasonably withheld or delayed). OSJCT shall be entitled to assign or otherwise transfer the whole or part of this Contract to an Affiliate at any time.
- 16.2 The Contract constitutes the entire agreement between the parties and shall prevail over any terms contained in the Supplier's acceptance of the Purchase Order. No terms may be implied herein from any course of regular previous dealings between the Supplier and OSJCT. The Contract supersedes all prior negotiations representations and undertakings, whether written or oral, except this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentations.
- 16.3 Except as otherwise expressly provided within the Contract, no notice or other communications between the parties shall have any validity under the Contract unless made in writing
- 16.4 Nothing in the Contract shall be construed as creating a partnership, joint venture, contract of employment or relationship of principal and agent between OSJCT and the Supplier.
- 16.5 If any provision of this Contract is determined to be invalid, unenforceable or voidable by a court of competent jurisdiction, such provision shall be struck out and the remaining provisions of this Contract shall remain in full force and effect to the maximum extent permitted by law.
- 16.6 No provision of this Contract shall be deemed to have been waived unless and until such waiver has been given in writing by the party granting it and no such waiver shall be deemed to affect any past or future breach or modification of any or all of the provisions of this Contract unless it is specifically worded in such terms.
- 16.7 If either party is prevented from complying with its obligations under this Contract by a force majeure event then the requirement to comply with those obligations shall be suspended to the extent that performance is prevented, hindered or delayed by that event. If the suspension continues for more than 30 days OSJCT at sole discretion may terminate this Contract with immediate effect.
- 16.8 No variation or amendment to this Contract shall be binding unless it is in writing and signed by authorised representatives of both parties and/or OSJCT has issued a revised Purchase Order including a variation or amendment and the Supplier has confirmed acceptance of the variation or amendment.
- 16.9 This Contract shall be governed by and interpreted in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

17 Dispute Resolution

- 17.1 Any dispute between the parties arising out of or in connection with the Contract will be escalated as follows:
 - 17.1.1 within 7 days of either party giving the other notice of the dispute, representatives from the parties' first level of management will meet in an effort to resolve the dispute;
 - 17.1.2 if the dispute is not resolved by those representatives within 5 days (or any other agreed period), the dispute will be referred to representatives from the parties' second level of management, who will meet in an effort to resolve the dispute within 5 days of its referral to them.
 - 17.1.3 If the escalation process in clause 18.2.2 is exhausted and the dispute has not been resolved, either party may refer the matter to the courts.
- 17.2 Nothing in this clause 18 shall prevent either party from seeking initiating proceedings or applying for or obtaining emergency interlocutory relief where it considers this necessary.

18 Modern Slavery Act 2015

- 18.1 The Supplier shall at all times, comply with (and procure that all of the Supplier's personnel and its subcontractor's personnel, comply with) the Modern Slavery Act 2015.
- 18.2 The Supplier represents and warrants that neither the Supplier nor any of the Supplier's personnel or its subcontractor's personnel:
 - 18.2.1 has been convicted of any offence involving slavery and human trafficking;
 - 18.2.2 has been or is the subject of any investigation, enquiry or enforcement proceedings by any regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

18.3 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

18.4 Where the Supplier subcontracts any of its obligations under this Contract, the Supplier shall implement an appropriate system of due diligence, audit and training designed to ensure compliance with the Modern Slavery Act 2015.

18.5 The Supplier shall notify OSJCT as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

18.6 The Supplier shall:

18.6.1 where applicable, prepare and deliver to OSJCT no later than the date agreed by the parties in each calendar year, a copy of its annual slavery and human trafficking report (containing, to the extent available, the content and in the form required by the Modern Slavery Act 2015) with respect to the steps it has taken to ensure that slavery and human trafficking is not taking place in any part of its business; and

18.6.2 keep a record of all training offered and completed by the Supplier personnel to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy and shall make a copy of the record available to OSJCT on request.

19 Third Party Rights:

19.1 The Supplier acknowledges that OSJCT has entered into this Contract for the benefit of itself and its Affiliates and that this Contract is intended to be enforceable by each such Affiliate and by virtue of the Contracts (Rights of Third Parties) Act 1999.

19.2 Except as set out clause 19.1 above, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

20 Compliance with Relevant Laws and Policies:

20.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws and OSJCT mandatory policies. OSJCT may immediately terminate the Contract for any breach of clause 20.1 by the Supplier.