

Gatwick Airport Ltd "GAL" Standard Terms and Conditions

1. Definitions and Interpretation

1.1 In these terms and conditions, the following definitions apply:

Charges means the charges payable by the Purchaser for the supply of Goods and/or Services in accordance with the Purchase Order;

Contract means the contract between GAL and the Supplier for the supply of Goods and/or Services in accordance with the Specification and/or Purchase Order

Deliverables mean all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and/or Services in any form, including without limitation computer programmes, data, reports and specifications (including drafts);

Delivery Location means the address stated on the Purchase Order for the delivery of the Goods and/or provision of the Services;

Delivery Date means the date stated in the Purchase Order that the Supplier must deliver the Goods and/or Services;

Document means without limitation any document in writing, any drawing, map, plan diagram, design, picture or other image, tape, disk, other device or record embodying information in any form

Force Majeure means any act of God, act of war, threat of war, terrorist act, blockage, revolution, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, fire, strike, lockout or other industrial disturbance.

Goods mean the goods supplied as described in the Purchase Order and/or Specification

Intellectual Property Rights mean all patents, inventions, copyright and related rights, trade marks, rights in goodwill or designs, confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered;

Materials mean all equipment and tools, information, formulae, data, models, drawings, prints, samples, specifications, documentation, software and other technology including improvements in the same being the property of GAL and provided by GAL to the Supplier to be used in connection with supply of Goods and/or provision of Services

Purchase Order means the order placed by GAL for the supply of Goods and/or Services including these terms and conditions;

Purchaser means Gatwick Airport Limited ("GAL")

Services mean the services including without limitation any Deliverables to be provided by the Supplier as set out in the Specification

Specification means the specification for the Goods and/or Services;

Supplier means the person appearing at the front of the Purchase Order and from whom GAL purchases the Goods and/or Services.

1.2 Interpretation

(a) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted, and

(b) Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by GAL.

2. Basis of Contract

2.1 No Contract shall come into existence until the Purchaser issues the Purchase Order.

2.2 These conditions are in addition to and do not affect any of the Purchaser's rights under any statute or at common law.

3. Supply of Goods and/or Services

3.1 The Supplier shall provide the Goods and/or Services to GAL in accordance with the terms of this Contract.

3.2 The Goods and/or Services are to be delivered by the Supplier to the Delivery Location by the Delivery Date.

3.3 The Supplier shall meet any performance dates specified or notified to the Supplier by GAL.

3.4 The Goods shall be identified and accompanied by a delivery note which shall include the Purchase Order number.

3.5 A delivery advice note shall be sent separately by the Supplier to the person named on the Purchase Order before the day of despatching the Goods in the event that such Goods require special handling.

3.6 If the Supplier does not deliver the Goods and/or Services by the Delivery Date, GAL may require the Supplier to deliver the Goods and/or Services as soon as is reasonably practicable but it will be entitled to cancel the Purchase Order without any liability to the Supplier and procure the Goods and/or Services from an alternative supplier.

3.7 GAL may give a written direction to the Supplier to make any changes to the quantity, quality and delivery arrangements of the Goods and/or the provision of Services; and the Supplier shall comply with such direction by documenting any changes in cost arising from any such direction issued by GAL, and if reasonable and to the satisfaction of GAL, being based on efficient practice, GAL shall accept the cost and raise a variation to the Purchase Order.

3.8 Any equipment used by the Supplier to supply the Goods and/or Services shall be used at the Supplier's own risk.

Parties' Obligations

3.9 In supplying the Goods and/or Services, the Supplier shall:

- co-operate with GAL in all matters relating to the Goods and/or Services and comply with all instructions of GAL;
- perform the Services to the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- ensure that the Goods and/or Services and Deliverables will conform with all descriptions and specifications set out in the Specification; and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by GAL;
- provide all equipment, tools, vehicles and such other items as are required to provide the Good and/or Services;
- use the best quality goods, materials, standards and techniques and ensure that the Deliverables and all goods and materials supplied and used in the supply of Goods and/or Services or transferred to GAL will be free from defects in workmanship, installation and design;
- obtain and at times maintain all necessary licenses and consents and comply with all applicable laws and regulations;
- hold all Materials in safe custody at its own risk (for their full replacement value), maintain the Materials in good condition until returned to GAL and to not dispose of or use the Materials other than in accordance with GAL's written instruction or authorisation;
- return the Materials to GAL in the normal course of supplying the Goods and/or the Services or on GAL's request;
- not do or omit to do anything which may cause GAL to lose any licence, authority, consent or permission on which it relies for the purpose of conducting its business;
- mark all Goods with such information and advice as is necessary to insure and warn any person handling or coming into contact with such Goods about hazards to health and or safety and any precautions to be taken. If it is not practicable to mark the Goods, the Supplier shall instruct such persons as identified in the Purchase Order by an accompanying notice at the time of despatch of the Goods;
- any Services to be carried out at the Delivery Location, shall be performed in conformity with GAL's security, safety and operating rules and procedures, including the relevant airport bylaws. A copy of these rules and procedures shall be made available by GAL at the request of the Supplier.
- ensure that all security passes issued by GAL to the Supplier, its employees or contractors are worn and displayed at all times by its employees or contractors. If the Supplier, its employees or contractors lose any security pass, the Supplier shall pay to GAL £250,000 for each security pass lost;
- ensure that all Goods delivered and/or the Services performed by the Supplier are done so and carried out with the highest level of safety and efficiency; and shall be done causing the minimum of disruption and disturbance to GAL, its tenants, neighbouring and adjacent properties;
- Any rubbish, debris and surplus materials shall be promptly cleared from the Delivery Location; and the work areas shall be left tidy at the end of each day.

3.10 In order to facilitate the supply of Goods and/or the provision of Services, GAL shall:

- provide the Supplier with reasonable access to its premises for the purpose of providing the Goods and/or Services
- shall ensure that, where the Services are to be provided at the premises of GAL or the nature of the Services is such that it is likely to be more efficient for the Supplier to perform work at GAL's premises or using GAL's computer systems or telephone networks, all arrangements are made for access, security procedures, virus checks, facilities, licences or consents as may be reasonably required for the Supplier to perform work at GAL's premises and/or equipment to be provided or made available by GAL shall be subject to a separate agreement, where GAL reserves the right to charge the Supplier for the use of premises and equipment.
- provide such information to the Supplier as the Supplier may reasonably request and GAL considers reasonably necessary for the purpose of providing the Goods and/or Services; and
- to extend that the Supplier so requires, for the proper provision of Goods and/or Services, provide reasonable use of electricity and water from existing outlets at the Delivery Location.

Quality Testing and Defects

- The Goods and/or Services shall conform to the quantity, quality, and description stated on the Purchase Order and/or Specification. They shall be of sound materials and workmanship. If samples or patterns are provided, the Goods and/or Services are to equal the samples or patterns. The Services are to be provided in a highly skilled and professional manner. If the Services comprise any design then the design shall in all respects be fit and suitable for its purpose.
- If a standard of performance is specified in the Purchase Order and/or Specification or the Supplier has previously proposed terms or work as capable of meeting the standard of performance the Supplier shall ensure that the Goods and/or Services are capable of that performance.
- If requested by the Purchaser, origin or test certificates for Goods and/or Services shall be provided by the Supplier.
- Any Goods delivered in excess of the stipulated quantity or Goods and/or Services otherwise not in accordance with the Purchase Order may be rejected by GAL; and Supplier shall be responsible for its costs in respect thereof.
- The Supplier shall provide access, for GAL's agents, to places of manufacture of the Goods and/or the carrying out of any work on or in connection with any Services, to inspect designs and items for and progress of the Goods and/or Services.
- The Supplier shall give one (1) week's notice of any works tests or inspections related to the provision of the Goods and/or Services to GAL; and shall provide access for GAL's agents to witness or take part in tests described in the Purchase Order.
- Acceptance of a works tests or inspections by GAL (or its agent) shall not affect the Supplier's responsibility for the Goods and/or Services.

3.18 GAL shall be entitled to rely on the Supplier's obligation to deliver the Goods and/or provide the Services in accordance with this Contract. GAL has no obligation or duty to inspect any Goods.

3.19 Wherever is the later, GAL may within:

- eight (8) weeks from delivery of the Goods and/or Services; or
 - (ii) two (2) weeks after putting the Goods and/or Services into use; reject the Goods and/or Services or any part of them if they are not properly documented or not in accordance with this Contract or are found to be otherwise defective.
- 3.20 GAL shall return any rejected Goods and/or (where applicable) Services to the Supplier at the Suppliers own risk and expense.
- 3.21 GAL may at its option require the Supplier to replace rejected Goods and/or to re-perform rejected Services.
- 3.22 If GAL rejects the Goods and/or Services or any part thereof it may cancel the Purchase Order and procure the Goods and/or Services from an alternative supplier(s).
- 3.23 Where GAL does not require the Supplier to replace any Goods supplied or re-perform any Services provided then any money already paid by the Purchaser for rejected Goods and/or Services and any costs reasonably incurred by the Purchaser in obtaining other replacement goods and/or alternative services shall be refunded by the Supplier to the Purchaser within fourteen (14) days of such rejection.
- 3.24 Unless GAL rejects the Goods and/or Services, the Supplier shall make good any defect resulting from faulty design, materials or workmanship of which the Supplier shall have received written notice from GAL, occurring within one (1) year of delivery of the Goods and/or completion of the Services.
- 3.25 Goods and/or Services provided in substitution of defective Goods and/or Services shall be similarly made good for a further period of one (1) year.

Charges and Payment

- The Charges for the supply of Goods and/or Services shall be set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the delivery of the Goods and/or Services. Unless otherwise agreed in writing by GAL, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the Goods or provision of the Services.
- The Supplier shall submit an invoice together with any information required as specified on the Purchase Order (and any supporting documents required by the Her Majesty's Revenue & Customs (<https://www.hmrc.gov.uk/index.htm>)). The invoice shall be submitted either:
 - on the satisfactory completion of the complete Purchase Order; or
 - if stated on the Purchase Order, on delivery of Goods or on provision of the Services or part thereof.
- In consideration of the supply of the Goods and/or Services, GAL shall pay the invoiced amount within sixty (60) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- The amount payable by GAL under the Contract is exclusive of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier, GAL shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of such Goods and/or Services.
- GAL shall provide a remittance advice setting out the amount to be paid to the Supplier.
- Invoices shall be sent to Accounts Payable Gatwick Airport Limited, PO Box 450, Hothley RH6 6AU and shall state the Purchase Order number.
- GAL may set off from any money due to the Supplier under this Contract any amount due from the Supplier to GAL under this Contract provided that GAL has first given written notice of the amount to be set off and the reasons for the set off; such notice is to be given not less than seven (7) days before the date on which the money from set off is deducted is to be paid by GAL to the Supplier.
- If GAL does not pay the Supplier within sixty (60) days and the GAL has not given notice of its intention to set off, the Supplier may notify GAL in writing and GAL shall agree to pay interest on the amount due at the rate of 3% per annum above the base lending rate as indicated by the Bank of England at <http://www.bankofengland.co.uk/index.htm>; such interest shall be payable daily from the date of the notification by the Supplier until the date the amount due is paid.

Title and Confidentiality

- Title to the Goods shall pass to GAL on payment (including part payment in which case property passes in those Goods to which the part payment relates) or upon delivery whichever occurs first and the risk shall pass on delivery.
- The Supplier warrants and represents that it has good title to the Goods and that the Goods are free and clear of any lien, encumbrance or rights of any third party. The Supplier shall indemnify and keep GAL indemnified against losses or costs incurred or claims suffered by GAL as a result of breach of this clause.
- The Supplier warrants and represents that the Goods do not infringe any patent, trademark, copyright, registered design or any other intellectual property right of any third party. The Supplier shall give an irrevocable non-exclusive royalty free licence to copy and use any drawings, information, specification, record or other document or information in whatever media it is produced and or stored for any purposes connected with the use of the Goods and/or the Services. The licence granted by this clause includes a licence for GAL to grant a sub-licence to any person or persons who requires the same for any purposes connected with the use of the Goods and/or the performance of Services.
- The price of the Goods shall include all royalties or other charges which may be claimed or required to be paid in respect of Intellectual Property Rights to enable GAL to use anything supplied under the Contract. The Supplier shall indemnify and keep GAL indemnified against all claims, costs and demands which may arise due to any infringement of any Intellectual Property Rights belonging to any third party in respect of the Goods and/or Services.
- The Supplier agrees not to make any public announcement or media release in relation to anything connected with this Contract or GAL without the written agreement of the Purchaser.
- The Supplier and GAL shall use best endeavours and take all reasonable precautions to preserve the confidentiality of this Contract and any information of a confidential nature concerning each other or their business or that of others at their premises.
- The Supplier agrees to take all necessary precautions to keep all any confidential information affecting the safe operation of the airport, of airport users and government agencies. Any information required by the Supplier to perform the Contract shall be released on a need to know basis and under strict restrictions on use.
- The Supplier must not take any photographs of any equipment, property or people at the Delivery Location(s) or at any of GAL's premises.
- Any Materials produced for the purpose of providing any Goods and/or Services specifically for GAL shall be the property of GAL. Such Materials shall be promptly returned to GAL.

Indemnity and Insurance

- The Supplier shall keep GAL indemnified in full against all losses, costs, expenses, damages, proceedings and claims (whether direct or indirect) suffered or incurred by GAL including any interest, fines, legal and other professional fees and expenses awarded against GAL as a result of or in connection with:
 - death or injury to any person(s); and
 - loss of damage to any property; and
 - any loss arising from or in connection with the performance or non-performance of the Supplier's obligations under this Contract or which are due to the negligence, breach of statutory duty or interference with any legal right by the Supplier or by any person employed by or contracted to the Supplier.
- For the duration of the Contract and for a period thereafter as stated in the Purchase Order, the Supplier shall maintain in force, with a reputable insurance company, the following insurance policies which shall provide the following levels of cover:
 - a third party liability policy with an indemnity limit of at least £5,000,000, for any one occurrence or series of occurrences arising from any one event, to be maintained in force for the duration of this contract;
 - a professional indemnity policy with an indemnity limit of at least £2,000,000, for any one occurrence or series of occurrences arising from any one event and in the aggregate in any one year; and
 - if the Supplier needs aviation vehicular access, a vehicle accident liability policy with an indemnity limit of £500,000, for any one occurrence or series of occurrences arising from any one event and with a sub-limit of £50,000,000 for liability for war and terrorism risks, to be maintained for the duration of the contract. The Supplier shall provide a minimum cover of £500,000 for any one occurrence or series of occurrences arising from any one event under such policy and, on a contingency basis, the Purchaser shall provide the balance to meet the £500,000,000 requirement.
- The Supplier shall on request of GAL provide GAL with evidence of insurance covering relating to the policies referred to in clause 3.45.

Termination

- Without limiting its other rights or remedies, GAL may terminate the Contract with immediate effect without further notice to the Supplier if:
 - the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing of the breach; or
 - the Supplier suspends payment of its debts or is unable to pay its debts as they fall due or being a company goes into liquidation or receivership or administration or if an individual is declared bankrupt.
- The Company may in its sole discretion terminate the engagement of the Supplier under this Agreement in whole or in part at any time for any reason by giving to the Supplier a Termination Notice.

Consequences of termination

- On termination of the Contract for any reason the Supplier shall immediately deliver to the Purchaser all Deliverables whether or not then complete, and return all Materials. If the Supplier fails to do so, then GAL may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination and
 - 3.49.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

4. General

- Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable, such as act of God, strike, lockout, act of war, terrorism attack, etc. If such event or circumstances prevent the Supplier from providing any of the Services for more than 3 weeks, the GAL shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier
- The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of GAL.
- Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and delivered to the other party at its principal place of business, by post or by fax.
- A waiver of any right under this Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.
- Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- A person who is not a party to this Contract shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision contained in this Contract.

Application of Transfer Regulations

- It is acknowledged by the parties that the Transfer Regulations may apply upon the Supplier ceasing to provide the Goods and/or Services.
- Within 14 days of a written request by the Purchaser the Supplier shall disclose in writing to the Purchaser the following information supported by documentary evidence:
 - 4.9.1 name, length of service and job title, salary and benefits received under the contract of employment (and a copy thereof)
 - 4.9.2 details of the proportion of his time spent in connection with the Services and of any current or threatened claim or dispute; and any other reasonable information requested by the Purchaser
- During the period of 6 months before an undertaking which is connected with provision of the Services transfer to the Purchaser or a successor, the Supplier shall not (unless with the Purchaser prior written consent) alter the terms of employment of a person assigned to the contract so that the standard of conditions a person assigned unless the person is guilty of gross misconduct.
- The Supplier shall be responsible for all salaries and other payments (including payments in connection with the provision in connection with the provision of benefits) payable to or in respect of the Transferring Employees up to and including the transfer date.
- The Supplier shall indemnify and keep indemnified the Purchaser and a successor against any claim made by an employee connected with the Supplier failure to comply with its legal obligations prior to the transfer.

Governing Law and Jurisdiction

4.13 The Contract shall be governed by, and construed in accordance with English law, and the parties irrevocably submit themselves to the exclusive jurisdiction of the courts of England and Wales.