

GATWICK AIRPORT LIMITED - PURCHASE ORDER TERMS AND CONDITIONS

We are Gatwick Airport Limited (**Gatwick, we, us, our**) and we agree to purchase the goods ("**Goods**") and/or services ("**Services**") specified in a purchase order (**Order**) from you (**Supplier, you, your**) on the terms and conditions set out below (**Terms**). These Terms apply to the Order, except when a separate written agreement already exists between us and you expressly setting out terms and conditions for our Order.

1. INTRODUCTION

- 1.1. Defined terms. Defined terms appear in bold in the Terms.
- 1.2. Non-exclusive agreement. You are not an exclusive supplier for the Order. We can choose someone else to provide a similar Order.
- 1.3. Purchase Order process.
 - a. Each Order by us is an offer to purchase Goods and/or Services from you, subject to these Terms.
 - b. We can withdraw or amend an Order at any time before your acceptance. If you are unable to accept an Order, you must notify us in writing promptly.
 - c. Your acceptance of an Order will occur when you expressly accept it or by any other conduct by you which we reasonably consider is consistent with acceptance of the Order.
 - d. Orders completed incorporating these Terms are the only basis for the supply of Goods and/or Services to us. No terms or conditions which you purport to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document will be of any effect in relation to the supply of the Order, whether or not such document is referred to in the Order.

2. YOUR OBLIGATIONS

- 2.1. General. You agree to provide us the Order:
 - a. using reasonable skill and care and following industry best practices expected of a skilled, competent and experienced person providing similar Orders,
 - b. to our reasonable satisfaction,
 - c. following all applicable laws and regulations, and
 - d. following our policies and procedures, including:
 - any bylaws which may from time to time be made by the airport operator (as defined by Section 82(1) of the Airports Act 1986)
 - directives issued by or on behalf of our CEO (**GADs**),
 - the rules and regulations which apply to the Airport, which are available upon request,
 - VINCI Code of Ethics and Conduct, Anti-Corruption Code of Conduct and Guide on Human Rights (copies of which are available to download from <https://www.vinci.com/vinci.nsf/en/item/ethics-and-vigilance-documentation.htm>),
 - Gatwick Business Partner Commitment Travel and Business Party Travel and Expenses Policy (copies of which are available to download from [Procurement | Business | London Gatwick Airport](#))
 - our environmental, health and safety policies, and
 - our security requirements, including our ID Pass Regulations, which are available to download at [ID Pass Regulations \(gatwickairport.com\)](#).
- 2.2. Security. In terms of security measures, when providing us with the Order, you will:
 - a. not take photographs, videos or make any other graphical reproduction at or of the airport or any premises, property, or equipment owned by us or any third party,
 - b. get all security passes (for individuals or vehicles), licences and other documents you need to perform the Order through this [website](#) at your own cost and in advance,
 - c. return all security passes immediately when the Order ends. Otherwise, we will charge you £250.00 for each security pass not returned and can prosecute you under the Aviation and Maritime Security Act 1990,
 - d. immediately report to us and to the police the theft or loss of a security pass, and
 - e. always have your personnel wear their security passes while they are on our premises and ensure the security passes are at all times visible for inspection.

3. HOW YOU WILL PROVIDE GOODS

- 3.1. When does this section apply? This section applies if you sell us Goods under the Order.
- 3.2. Delivery and inspection. You will deliver the Goods:
 - a. on the delivery date specified in the Order,

- b. to the location specified on the Order (or to such other location we request),
- c. following the delivery instructions specified in the Order or by us, and
- d. with a prominently displayed delivery note showing (1) the Order, and (2) describing the number of packages and their contents, and
- e. and all handling, storage, operating and safety instructions and any other information as may be necessary for the proper use, maintenance and repair of the Goods.

You will ensure that the Goods are marked in accordance with our instructions and any applicable regulations and are properly packaged and stored so as to reach their destination in an undamaged condition.

After you deliver the Goods, we have 14 days to inspect and test them. Goods are accepted only after this period or, in the case of a latent defect in the Goods, 90 days after any latent defect has become apparent.

3.3. Passing of Title and Risk. You will transfer us title to and risk in the Goods when you physically deliver the Goods. If delivery is electronic, title and risk will transfer when we have full access to the Goods in our computers.

- a. Payment before delivery. If we pay the Fees before the Goods are delivered, you'll transfer title to the Goods to us at the time of payment. If you don't have title to the Goods at the time of payment, you'll waive all your rights to title to the Goods and you'll make sure we receive title clear from third-party claims. You will keep the risk in the Goods until you deliver them to us.
- b. Insurance. You will insure the Goods at your own cost until you deliver them to us. Insurance should cover all risks up to the full replacement value of the Goods.

3.4. Warranties over the Goods. You represent and warrant that the Goods will:

- a. match their description in the Order or any description of the quality, quantity and other performance specifications and technical criteria or characteristics of the Goods and or Services which are notified by the Supplier to Gatwick,
- b. be so formulated, designed, constructed, finished, packaged and/or performed as to be safe and without risk to health,
- c. be free from defects and will remain so for 24 months after delivery,
- d. be of satisfactory quality, and
- e. be fit for the purpose you were aware of, whether we expressly mentioned or implied such purpose. We rely on your skill and judgement.

3.5. Defects during the Warranty Period. If we find the Goods are damaged or are of insufficient quality during the warranty period, you'll refund us a portion of Fees for the non-compliant Goods. Alternatively, we can ask you to replace the non-compliant Goods at your own expense within 14 days after we notify you. You agree to collect the rejected Goods and to reimburse us the related expenses until you collect the Goods.

3.6. You must pass to us the benefit of all manufacturer and other warranties and/or guarantees relating to the Goods.

4. PURCHASE OF SERVICES

4.1. When does this section apply? This section applies if you provide us Services under the Order.

4.2. Warranties over Services. You represent and warrant that you will:

- a. make sure that your personnel, agents and subcontractors have appropriate experience, qualifications and training,
- b. use the best quality goods, materials, standards and techniques, and that all goods and materials you use in the Services are free of defects,
- c. have all licenses, permissions and permits to provide the Services,
- d. have all equipment, tools, vehicles and items to provide the Services, and
- e. not take or fail to take actions that could make us lose licenses, approvals, consents, or permissions we need to run our business.

4.3. IR35. You warrant that the individuals delivering the Order are employed directly by you or by our approved subcontractors. You also warrant that none of these individuals are delivering the Order through an intermediary that is subject to Chapters 8 and/or 10 of part 2 of the Income Tax (Earnings and Pensions) Act 2003.

5. LATE DELIVERY

5.1. If you don't deliver the Goods or Services on the delivery date specified in the Order, we can:

- a. reject or cancel the Order (fully or in part),
- b. receive a full refund,
- c. purchase equivalent goods or services from a third-party, and
- d. recover from you related losses or expenses.

6. FEES

6.1. Payment. We'll pay you the fees detailed in the Order (**Fees**). These Fees cover costs of packaging, insurance and shipping of the Order (as applicable), and we will not pay extra charges unless we agree in writing. We'll pay you by electronic bank transfer within 60 days from day we receive a correct, undisputed invoice from you. If applicable, we'll also pay the VAT that's charged on the value of the Order.

6.2. Invoices. Invoices issued by Supplier must:

- a. be sent to accounts.payable@gatwickairport.com,
- b. be valid tax invoices for the purposes of VAT legislation and be invoiced in pounds sterling,
- c. not be issued before an Order is submitted by Gatwick, and
- d. include:
 - Supplier's full name and address,
 - an approved Order number, and
 - the line number and/or item description from the Order to which the request for payment refers including quantity, price and value.

If you can't submit invoices by email, please contact Accounts Payable on the email above. Don't submit invoices by email and post - this will delay payment.

6.3. Late payments. If we have not paid undisputed Fees after their due date, you will notify us in writing. The sum due will accrue interest at the annual percentage rate of 2% above the base lending rate of Bank of England, payable from the date of your notice until we pay the sum due.

6.4. Set-offs and recovery of sums due. We can set-off Fees we owe you against an amount you owe us under the Order or another contract. We can also recover overpayments.

7. CONFIDENTIALITY

7.1. Definition. **Confidential Information** means all information relating to a party, its businesses, operations, products, processes, customers, suppliers and staff members, finances, affairs, security and technical measures, in any media or form, that is marked as confidential or would reasonably be considered confidential under the circumstances in which it is shared.

Gatwick Confidential Information includes (but is not limited to): (i) the Gatwick Personal Data, (ii) information relating to third parties at the Gatwick airport, (iii) information that does, or could be used to, identify or describe Gatwick systems, security measures or infrastructure or critical elements of Gatwick's infrastructure (such as assets, systems, networks or processes) and (iv) any information relating to Gatwick airport or its operations that is not generally known to the public.

7.2. Exclusions. Confidential Information does not include information that is:

- a. in the public domain not by breach of the Terms,
- b. known by the receiving party at the time of disclosure other than through a breach of confidence,
- c. lawfully obtained by the receiving party from a third party other than through a breach of confidence,
- d. independently developed by the receiving party, or expressly indicated by the disclosing party as not confidential.

7.3. Confidentiality obligations. Each party agrees that it will:

- a. only use Confidential Information for the purposes permitted by the Order or the Terms,
- b. keep Confidential Information secure and confidential and only disclose it as allowed by this clause,
- c. only copy or otherwise record the Confidential Information as strictly necessary for the purposes of the Order or the Terms,
- d. promptly notify the disclosing party if it becomes aware of a breach of confidentiality obligations, and
- e. promptly return or destroy the disclosing party's Confidential Information it holds upon termination of the Terms, except if required by legal or regulatory obligations to retain copies of Confidential Information which must be securely stored in archival back-up systems and will remain subject to the confidentiality obligations contained in this clause until destroyed.

7.4. Outside systems. You will not use, reproduce, transform, or store Confidential Information in a system outside of your information and communication technologies environment.

7.5. Permitted Receivers. Either party may disclose Confidential Information to its employees, directors, advisors, agents, or any person appointed to act on its behalf when the Terms allow it (**Permitted Receivers**) on a strictly "need to know" basis, who are bound in writing to confidentiality obligations similar to these terms. Each party is liable for all acts or omissions of its Permitted Receivers which would constitute a breach of the Terms if it were a party to them.

- 7.6. Necessary disclosures. The receiving party may share Confidential Information if required by law or regulation, but must promptly notify the disclosing party of the requirement if legally allowed, limit disclosure as far as possible and, if possible, take into account the disclosing party's reasonable requests over the content of the disclosure.
- 7.7. Duration of confidentiality obligations. Each party agrees to maintain the confidentiality obligations contained in this clause for the duration of the Terms and 3 years after its termination.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Definitions.

Intellectual Property means intellectual property rights such as patents, trademarks, service marks, design rights, utility models, copyrights, moral rights, rights in an invention, confidential information, know-how and rights of a similar nature created or existing anywhere in the world, registered or unregistered, including applications, extensions and renewals of such right.

New IPR means all Intellectual Property Rights (a) in any Goods created or developed pursuant to the Order and/or (b) created or developed in the provision of the Services.

- 8.2. Licence to us. You grant to us, and where appropriate and applicable shall procure the grant to us of, a worldwide, non-exclusive, royalty-free, perpetual, irrevocable licence to use all existing Intellectual Property you supply us under the Order for our use, enjoyment, maintenance or repair of the Goods and Services provided under the Order.
- 8.3. Assignment to us. All New IPR Intellectual Property shall be our property and title in and to such New IPR will automatically vest in us upon their creation (without the need to execute any further deeds or documents). You assign to us absolutely (and shall procure that all relevant third parties assign to us absolutely) all new IPR with full title guarantee and without charge by way of present assignment of existing and all future property, rights, title and interest for all purposes, applications and fields of use of all such New IPR. You also shall obtain waivers of any moral rights in such New IPR.
- 8.4. No other transfers. All Intellectual Property Rights belonging to a party prior to the execution of the Order shall remain vested in that party. Except as expressly stated in the Terms no other rights or licences are granted or transferred to either party to use the other party's Intellectual Property.
- 8.5. Infringement. You warrant that the Goods and/or Services do not infringe a third party's Intellectual Property rights. If there is infringement, you will, at your cost, obtain a right that allows us to receive the Goods and/or Services, or you will modify or replace the Goods and/or Services to make them non-infringing.

9. DATA PROTECTION

- 9.1. General compliance. Each party agrees to comply with all applicable laws relating to data protection and the processing personal data and privacy, including the Data Protection Act 2018, the EU Regulation (EU) 2016/679 General Data Protection Regulation, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, Electronic Communications Code set out in schedule 3 (a) to the Communications Act 2003, UK GDPR, and any other regulations (**Data Privacy Laws**). Data Privacy Laws include legislation or guidance implementing, supplementing, amending or replacing the same, and including where applicable the guidance and codes of practice issued by the Information Commissioner.
- 9.2. Your obligations. If you are acting as a data processor for us under the Order or the Terms, you will need to enter into a data processing agreement with us.

10. COMPLIANCE

- 10.1. When providing us with the Order, you must, and you must ensure that your employees, servants, agents or subcontractors must, follow these **Compliance Obligations**:
- Anti-bribery and Anti-corruption (ABC)**. Not engage in any conduct which constitutes an offence relating to bribery and corruption in any jurisdiction, including (without limitation) offences under the US Foreign Corrupt Practices Act of 1977, the French Loi Sapin II and the UK Bribery Act 2010.
 - Modern Slavery**. not engage in any conduct which constitutes an offence relating to slavery, forced labour, human trafficking, or contravention of human rights in any jurisdiction, including (without limitation) under the UK Modern Slavery Act 2015.
 - Tax Evasion**. Comply with applicable laws and regulations related to any criminal offence of tax evasion or facilitation of tax evasion in any jurisdiction, including (without limitation) the tax evasion facilitation offences under section 45(1) and 46(1) of the Criminal Finances Act 2017.
 - Sanctions and Trade Control (Sanctions)**. Comply with any applicable trade controls or sanctions laws and regulations when providing the Order. You represent, warrant and undertake (as a continuing obligation) that neither you nor your affiliates or permitted sub-contractors are affiliated with a specially

- designated or sanctioned entity under any such laws. You will not involve sanctioned parties (or use accounts at sanctioned banks) in any transaction relating to Gatwick.
- e. **Fraud.** Not engage in any conduct which constitutes an offence relating to fraud, dishonesty, money laundering or terrorist financing in any jurisdiction, including (without limitation) the offences under sections 199-206 and Schedule 13 of the Economic Crime and Corporate Transparency Act 2023 ('ECCTA').
 - f. Have in place, maintain, and enforce your own policies and procedures to ensure compliance with clauses 10.1 a. to e. above.
- 10.2. You must immediately notify us (in writing) if:
- a. you, your personnel or any person who has performed the Order on your behalf are subject to (i) any actual or threatened litigation, arbitration, settlement or other proceedings, or (ii) any investigation by a law enforcement agency or customer, regarding any of the Compliance Obligations in clause 10.1, or
 - b. there has been, or you have reasonable cause to believe there has been, ABC, Modern Slavery, Tax Evasion, Fraud or breach of Sanctions in your business or supply chain.
- 10.3. You warrant that neither you nor your employees, servants, agents or subcontractors:
- a. have engaged in any activity, practice or conduct which would constitute an offence under the Compliance Obligations;
 - b. have been convicted of an offence under the Compliance Obligations; and/or
 - c. have offered, promised or given a bribe to (or requested, agreed to receive or accepted a bribe from) Gatwick in connection with the negotiation of or entering into the Order.
- 10.4. Conflicts of interest. You will avoid any conflict of interest between your obligations under this Agreement and your other interests. A conflict of interest includes any situation where you or your personnel have, directly or indirectly, a financial, economic, or other personal interest which might be perceived to compromise your or their impartiality and independence in the context of this Agreement. You will promptly disclose to us full particulars of any conflict of interest that arises or may arise during the Order.

11. INSURANCE

- 11.1. Unless otherwise agreed in writing with us, you must maintain in force, with a reputable insurance company, insurance to cover the liabilities that may arise under or in connection with the Terms and Order including the following insurance policies, providing at least the following levels of cover:
- a. Third party liability insurance with an indemnity limit of £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising from any one event, to be maintained in force for the duration of the Terms.
 - b. Where providing professional advice or design, professional indemnity insurance with an indemnity limit of £2,000,000 (two million pounds) for any one occurrence or series of occurrences arising from any one event to be maintained in force for the duration of the Terms and for a period of six years following the expiry or termination of the Terms.
 - c. Where providing Goods, product liability insurance with an indemnity limit of £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising from any one event to be maintained in force for the duration of the Terms.
 - d. If you need Airside access, an Airside liability policy, with motor Airside liability coverage, with an indemnity limit of at least £50,000,000 (fifty million pounds) for any one occurrence or series of occurrences arising from any one event and with coverage of at least \$50,000,000 (fifty million dollars) for liability for war and terrorism risks (AVN52) in accordance with applicable insurance market practice, to be maintained for the duration of the Terms.
- 11.2. At our request, you must provide us with documentary evidence of insurance cover and proof of up-to-date payment of the premiums relating to the insurance policies above.
- 11.3. You must immediately notify us in writing of any:
- a. cancellation notice received from any insurer in respect of insurances required under this clause,
 - b. material change in cover type or amount of such insurances, or
 - c. claim from a third party which relates to the Order.
- 11.4. You will procure that your subcontractors have and maintain insurance to cover any activities they carry out pursuant to or in relation to the Terms for the durations in respect of each insurance set out in this clause.

12. INDEMNITY

- 12.1. Definition. **Losses** means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, penalties, interest, legal and other professional fees and expenses.
- 12.2. Your indemnity. You will indemnify us and keep us indemnified in full against all Losses we incur due to:
- a. a third-party claim that Intellectual Property you created or provided us under the Order infringes that third party's Intellectual Property rights,

- b. a third party claim for death, personal injury or damage to property arising out of, or in connection with, the Services or defects in Goods, to the extent that the claim is attributable to the acts or omissions of you, your employees, agents or subcontractors,
- c. a breach of the warranty in clause 4.3 (IR35) or from any claim by HMRC that the correct amount of taxes relating to the personnel providing the Order to us has not been paid, and/or
- d. a third party claim made against us arising out of or in connection with the Order, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Order or Terms by you, your employees, agents or subcontractors.

13. FORCE MAJEURE

13.1. Force majeure event. Neither party is liable or will be in breach of the Terms for failures or delays in their performance resulting from an event beyond their reasonable control (a **Force Majeure Event**). The following are not Force Majeure Events:

- a. Covid-19, related governmental actions and strikes, lock-outs and labour disputes only happening to one party are not a Force Majeure Event under the Terms,
- b. systems or telecommunications failure, a shortage of labour, materials or resources are not Force Majeure Events, except when another Force Majeure Event causes them, or
- c. events related to the affected party's wilful act, negligence or failure to take reasonable precautions against the relevant event.

13.2. In case of a Force Majeure Event:

- a. the affected party will promptly notify the other and provide details about the Force Majeure Event, when it started and its estimated duration,
- b. we may withhold payment for an Order not received, and
- c. if it continues for more than 60 days and you are the affected party, we may terminate the Order or the Terms by written notice to you.

14. DURATION AND TERMINATION

14.1. Duration. The Terms will start on the commencement date set out in the Order and will, unless terminated earlier in accordance with its provisions, end on the expiry date set out in the Order.

14.2. Our rights.

- a. Termination for convenience. We can terminate the Order and/or Terms at any time by giving you 30 days' written notice. In this case, we'll pay you the Fees for the part of the Order already delivered and accepted by us at termination. If the Order is not yet delivered but involves bespoke Goods already manufactured or irrevocably ordered, and which you can't sell to a third party, we can either reimburse your costs or pay for the Order and you will deliver the Goods to us.
- b. Immediate termination. We can immediately terminate the Order and/or Terms by giving you written notice if:
 - i. you breach your Compliance Obligations,
 - ii. you commit a material breach of the Order and/or the Terms which is incapable of remedy, or you fail to remedy the breach within 10 days of our notice to do so,
 - iii. you undergo a change of control (which has the meaning given to it in section 1124 of the Corporation Tax Act 2010),
 - iv. you (being an individual) die or become incapable of managing your affairs due to physical or mental illness or incapacity,
 - v. you take or have taken against you (other than in relation to a solvent restructuring) any step or action towards you entering bankruptcy, administration, provisional liquidation or any composition or arrangement with your creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 14.2.b.v.;
 - vi. you suspend or cease, or threaten to suspend or cease, carrying on business; or
 - vii. your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the Order and/or the Terms is in jeopardy.

Upon termination of the Order and/or the Terms under this paragraph b. no further sums shall be paid to you and we may procure the Services from others and may set off the cost of doing so together with any other Losses due to or arising from such breach or termination from any sums due to you at the date of termination. Any sums payable from either Party shall become due after the Services have been completed by others or if Gatwick elects not to complete the procurement of the Services within 6 months of the date of termination.

14.3. Effects of termination. When the Order or the Terms end:

- a. you must cooperate with us and new suppliers in the transition of the Order to us or a new supplier,
- b. you must deliver all materials, information, data and equipment we provided you for the Order or the Terms, and
- c. you and we will return or destroy all Confidential Information you and we exchanged,

- d. the Terms will continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination, and
- e. the rights of either party accrued on or prior to termination or expiry shall remain unaffected.

14.4. Re-tendering. You will give us all information we need to issue tender documents for future Orders. You will provide this information in an organised format within 21 working days of our request.

15. OTHER IMPORTANT TERMS

15.1. Audit. We can audit all matters related to your obligations under the Terms.

15.2. Due diligence. You will complete Our due diligence requests and annual supplier surveys. Due diligence may relate to your environmental, social and governance or financial affairs.

15.3. No partnership or agency. Nothing in the Terms creates a partnership or legal relationship of any kind that would make one party liable for the other party's acts, or to authorise either party to act as agent for or to enter into any commitments for or on behalf of the other.

15.4. Publicity. You must not publicise or advertise any aspect or matter relating to the Terms or Order, or use our name or logo for sales, marketing, or in any public materials, without our prior written consent on a case-by-case basis.

15.5. Assignment. You can't assign or transfer your rights and obligations under the Terms or Order without our prior written consent.

15.6. Subcontracting. You can't sub-contract or transfer any part of the Terms or Order without our prior written consent.

15.7. Notices. Notices under the Terms or the Order:

- a. must be made in writing, signed by the party's authorised representatives, and be sent by personal or first class recorded delivery to the party's registered addresses,
- b. are considered received 2 working days after posting, or earlier if the party confirms receipt, and
- c. are not considered received by the party when the notice is returned as undelivered.

15.8. Amendments. Any amendments to the Terms or Order must be made in writing and signed by an authorised representative of each party.

15.9. No waiver. If a party fails to enforce a right or remedy under the Terms or Order, that is not a waiver of that right or remedy. Any waiver will only be effective if it is communicated to the other party in writing.

15.10. No third-party rights. No one, other than a party to the Terms or Order, has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

15.11. Severance. If any provision of the Terms or Order is held to be invalid, illegal or unenforceable, that provision will be deleted without affecting the rest of the Terms or Order.

15.12. Entire agreement. The Order constitutes the entire agreement between Us and supersedes all discussions or agreements outside of the Order.

15.13. Governing law and jurisdiction. The Terms and the Order are governed by and construed in accordance with the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to settle any dispute in relation to it.