

THE ANGUILLA RED CROSS

General Terms and Conditions of Contract

1. Definitions

In these Conditions the following definitions shall apply:-

"ARC"	means the Anguilla Red Cross, an Overseas Branch of The British Red Cross Society (registered charity number 220949 in England and Wales and number SCO37738 in Scotland incorporated by Royal Charter and registered under the laws of England and Wales with registered number RC000070) whose headquarters office is at Stoney Ground, Opposite Mason Complex, The Valley, Anguilla AI-2640.
"these Conditions"	means the terms and conditions of purchase set out herein.
"this Contract"	the Order, and the Supplier's acceptance of the Order.
"Delivery"	means delivery of the Goods to the Delivery Address and in the case of Services means the supply of the Services at the Delivery Address.
"Delivery Address"	means the place designated on the Order for Delivery or such other place as agreed in writing between the parties prior to the despatch of the Goods and/or the supply of the Services.
"Delivery Date"	means the date for Delivery specified in the Order or such other date as agreed in writing between the parties.
"the Goods"	means the Goods specified in the Order.
"Intellectual Property Rights"	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral 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 for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
"the Order"	means ARC Purchase Order or Contract for the Goods and/or the supply of Services, incorporating these Conditions.
"the Price"	means the price for the Goods and/or Services specified in the Order
"the Supplier"	means the Supplier named in the Order
"the Services"	means the Services specified in the Order

2. Basis of Purchase

- 2.1 Subject to any variation pursuant to clause 2.4 below, these Conditions shall govern the Contract, to the exclusion of all other terms and conditions including any terms and conditions which the Supplier may purport to apply under any sales offer or similar document.
- 2.2 The Supplier shall accept the Order by communicating its acceptance in writing to ARC within 7 days of receipt of the Order.
- 2.3 Unless acceptance occurs at an earlier date in time in accordance

with clause 2.2 above, Delivery shall be deemed conclusive evidence of the Supplier's acceptance of these Conditions.

- 2.4 Any variation of these Conditions (including any special terms agreed between the parties) shall be inapplicable unless agreed in writing by ARC.

- 2.5 The rights, remedies and obligations set out in these Conditions are in addition to and without prejudice to any rights, remedies or obligations implied by law.

3. Quality

- 3.1 The Supplier warrants that the Goods shall be of the best available design, of the best quality, material and workmanship, shall be fit and suitable for the purpose intended, shall meet or exceed any specification which has been supplied and be without fault and conform in all material respects with the Order and specification and/or patterns supplied or advised by the Supplier.

- 3.2 The Supplier warrants that it will perform the Services with the best care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services.

- 3.3 The Supplier acknowledges that ARC has made the Supplier aware of the particular purpose for which the Goods and/or Services are being supplied and the manner in which they are intended to be used and that ARC is relying on the Supplier's skill and judgment.

- 3.4 The Supplier warrants that the Goods and/or Services shall comply with all statutory requirements and regulations relating to the sale of goods and/or the supply of services.

- 3.5 The Supplier shall not unreasonably refuse any request by ARC to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party at which the Goods are being manufactured, and the Supplier shall provide ARC with or shall ensure that ARC is provided with all facilities reasonably required for inspection and testing.

- 3.6 If the results of such inspection or testing cause ARC to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specification and/or patterns supplied or advised by the Supplier, ARC shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity. In addition, ARC shall, at no cost, have the right to require and witness further testing and inspection.

- 3.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

- 3.8 ARC may reject any Goods and terminate the Contract without liability if any inspection reveals that the Goods do not comply with any specification or the provisions of this Clause 3.

4. Delivery

- 4.1 Delivery shall be made on the Delivery Date. If there is no Delivery Date, Delivery shall be made within 28 days from the date of the Order during ARC's usual business hours. The Delivery Date is of the essence.

- 4.2 If the Supplier fails to deliver in accordance with the Contract, without prejudice to clause 7, ARC may:

- 4.2.1 Reject any or all of the Goods and/or Services and terminate the Contract. In this event, the Supplier shall promptly collect any or all of the Goods which have been delivered;

- 4.2.2 Where Delivery of a quantity of Goods which corresponds with the Contract is less than the agreed quantity has been tendered and ARC has not exercised its rights of termination under clause 4.2.1 above, ARC may accept the Goods which do correspond with the Contract and recover for the Supplier's breach in respect of the failure to deliver the remainder of the Goods;
- 4.2.3 Where Delivery of a quantity of Goods which corresponds with the Contract in excess of the quantities ordered, ARC 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 expense.
- 4.2.4 Require the Supplier to repair or replace the non-conforming Goods and/or Services and deliver Goods and/or Services which do correspond with the Contract; or
- 4.2.5 Refuse to accept any subsequent performance of the Services which the Supplier attempts to make.
- For the avoidance of doubt, signature of a delivery note shall not constitute or imply acceptance by ARC.
- 4.3 ARC may exercise the rights set out in clause 4.2 by notice to the Supplier.
- 4.4 The Supplier upon receiving the notice referred to in clause 4.3 relating to clause 4.2.4 shall repair or replace the Goods and/or replace the Services free of charge and due delivery of the Goods and/or Services shall not be deemed to have taken place until the repaired or replaced Goods and/or the replaced Services have been delivered by the Supplier to ARC. ARC reserves the right to hold any damaged Goods at the Supplier's risk or return them at the risk and expense of the Supplier.
- 4.5 Where ARC agrees in writing to accept Delivery by instalments, the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle ARC at its option to treat the whole Contract as repudiated.
- 4.6 If the Goods and/or Services are not delivered on the Delivery Date, without prejudice to any other remedy to which ARC may be entitled, ARC may:-
- 4.6.1 deduct from the Price or if ARC has paid the Price, to claim from the Supplier by way of liquidated damages for delay 0.1% of the Price per day or part day.
- 4.6.2 determine the Contract in respect of the undelivered Goods and/or Services and of any Goods and/or Services already delivered and return to the Supplier at the Supplier's risk and expense all or any of the Goods already delivered and recover from the Supplier any monies paid by ARC in respect of such Goods and/or Services. ARC may recover from the Supplier any additional expenditure incurred by ARC as a result of the failure of the Supplier to deliver on the Delivery Date;
- 4.6.3 If the Goods or Services are incorrectly delivered the Supplier will pay any additional expense incurred in re-delivering them to the Delivery Address.
- 4.7 ARC shall not be deemed to have accepted any part of the Goods and/or Services until after ARC has actually inspected the Goods and/or Services and ascertained that they are in accordance with the Contract.
- 4.8 ARC may at its sole option, and whether or not ARC has previously required the Supplier to repair and/or replace the Goods or replace the Services, reject any Goods and/or Services which are not in accordance with the Contract until a reasonable time after such inspection. ARC may set off the Price against any payment due to the Supplier (whether under the Contract or otherwise). Unless within a reasonable time of receipt of notice of rejection the Supplier collects the Goods, ARC may dispose of them as ARC thinks fit (provided that if ARC sells any Goods, ARC shall account to the Supplier for the net proceeds of such sale).
- 4.9 ARC shall also have the right to reject the Goods and/or Services as though they had not been accepted for 30 days after any latent defect in the Goods and/or Services has become apparent.
- 5. Price**
- 5.1 The Price shall be as stated in the Order and, unless otherwise agreed shall be:
- 5.1.1 exclusive of any applicable VAT or sales tax (which shall be payable by ARC upon receipt of a VAT invoice or equivalent document); and
- 5.1.2 inclusive of all charges for packaging, packing, freight, insurance and Delivery and any duties, imposts or levies other than VAT.
- 5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of ARC.
- 6. Terms of Payment**
- 6.1 The Supplier shall be entitled to invoice ARC on or at any time after Delivery.
- 6.2 Unless otherwise stated in the Order, ARC shall pay the Price within 30 days after the end of the month of:
- 6.2.1 acceptance of the Goods and/or Services by ARC, or
- 6.2.2 receipt by ARC of an invoice,
- Whichever is the later.
- Time for payment shall not be of the essence of the Contract.
- 6.3 ARC shall be entitled to set off against the Price any sums owed to ARC by the Supplier under the Contract or otherwise.
- 6.4 If ARC pays in advance for any Goods and/or Services the Supplier shall pay all such monies into a separate bank account named "The Anguilla Red Cross: Trust Account" and shall only be entitled to draw down monies from such bank account in respect of Goods and/or Services which have been delivered to, and accepted by, ARC in accordance with the Contract. All interest that accrues to such bank account shall belong to ARC and shall be payable to ARC within 10 days of the end of each calendar month in cleared funds to account number 10282531 in the name of The Anguilla Red Cross with National Commercial Bank of Anguilla Ltd., 1 St. Mary's Street, The Valley, Anguilla, AI-2640, SWIFT code ANGUAI. If any payment falls due on a day which is Saturday, Sunday or other day on which banks are not open for ordinary banking business, such payment shall be made the following day. The Supplier shall provide ARC with evidence that the bank account referred to in this clause 6.4 has been established.
- 7. ARC Remedies after Delivery**
- 7.1 If ARC terminates the Contract after Delivery pursuant to clause 4.2, the Supplier shall return to ARC all payments already made for the rejected Goods and/or Services. Where upon termination ARC has elected to keep or take some of the Goods and/or Services, ARC shall account to the Supplier for them at the proportion of the Price or at their value to ARC, whichever is the lower, but otherwise no compensation shall be payable to the Supplier on termination or

- rejection.
- 7.2 Without prejudice to the other rights of ARC for breach of these Conditions by the Supplier, where any of the Goods supplied to ARC are not in accordance with the Contract, the Supplier shall at the option of ARC forthwith upon notice being given either repair or replace such Goods. If it is necessary to open up or dismantle any other works or assemblies to permit such repair or replacement then the Supplier shall bear all such costs of opening up, dismantling and of re-assembly and making good after repairs replacements and testing of such Goods have been completed to ARC's satisfaction.
- 8. Assignment**
The Supplier shall not assign or sub-contract the Contract or any part of it without the prior written approval of ARC. The Supplier shall be liable and remain liable for all of its obligations pursuant to the Contract, irrespective of whether ARC has consented to the Supplier sub-contracting such obligations to a third party.
- 9. Confidentiality and Advertising**
9.1 The Order and all documents and information issued by ARC to the Supplier are confidential and their use and disclosure must be strictly confined to the Supplier and its employees and agents as they need to know the same for the purpose of discharging the Supplier's obligations to ARC and ARC shall ensure that such employees and agents are subject to like obligations of confidentiality as bind the Supplier under these Conditions.
9.2 The Supplier, its employees and agents shall not reveal to any third party or publish any photograph, article, advertisement, press release, catalogue or any other form of communication announcing or indicating that Goods and/or Services are supplied to ARC without the prior written authorisation of ARC.
9.3 The Supplier will not advertise, display or sell to any third party, Goods and/or Services which have been supplied to ARC pursuant to an exclusive supply arrangement in accordance with clause 16.
- 10. Applicable legislation**
10.1 The Supplier warrants that the Goods and/or the provision of the Services shall comply with all applicable laws and regulations in England and Wales and all applicable laws and regulations in the country or territory of Delivery or the country or territory of use (if different) and as advised by ARC and in particular those concerning:-
10.1.1 the manufacture, packaging, packing and delivery of the Goods;
10.1.2 the quality, marking, labelling, safety and use of the Goods;
10.1.3 health and safety at work; and
10.1.4 Intellectual Property Rights whether in connection with the sale or resale of the Goods, the importation or exportation of the Goods or the provision of the Services.
10.2 The Supplier shall notify ARC as soon as it becomes aware of any health and safety hazard issues which arise in relation to the Services.
10.3 The Supplier shall, before the date on which the Services are to start obtain and maintain all necessary licences and consents.
- 11. Risk and Property**
11.1 Unless the Order otherwise specifies the Goods shall remain at the Supplier's risk until they have been accepted by ARC in accordance with the Contract.
11.2 Unless the Order otherwise specifies the property in the Goods shall pass to ARC upon Delivery, unless payment for the Goods is made prior to Delivery when it shall pass to ARC once payment has been made.
- 12. Injury and Damage**
12.1 Where the Order involves work to be performed by the Supplier's employees on the premises of ARC, the Supplier shall fully indemnify and keep indemnified ARC, ARC servants and ARC agents against all claims arising out of the operations undertaken by the Supplier in pursuance of the Order or incidental thereto in respect of:
12.1.1 personal injury, including death and industrial disease, sustained by any employee of the Supplier or ARC or any third party, and
12.1.2 loss or damage to the property, equipment or tools of the Supplier, the Supplier's employees, ARC or any third party.
- 13. Intellectual Property**
13.1 Any drawings, specifications and data supplied by ARC to the Supplier, or specifically produced by the Supplier for ARC shall at all times be and remain the exclusive property of ARC together with the materials, equipment, tools, dies, moulds, copyright, design rights or any other form of Intellectual Property Right.
13.2 The Supplier shall procure that any artwork, film, mould, die, pattern, tool or other original material used in the production of Goods or the performance of the Services and paid for by ARC shall:
13.2.1 be the property of ARC;
13.2.2 not be sold, destroyed, or otherwise disposed of, other than in accordance with the prior written instruction of ARC or used for any purpose other than orders placed by ARC or otherwise agreed by ARC in writing;
13.2.3 be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to ARC.
13.3 Unless agreed to the contrary in writing, the parties agree that all artwork, film, dies, patterns, tools and original material have been paid for by ARC and are included in the Price.
13.3 ARC shall be sole owner of any original material used in the production of Goods or the performance of the Services.
13.4 ARC requires that, unless otherwise agreed in writing, the original material shall be returned by the Supplier to ARC upon request.
13.5 The Supplier assigns to ARC, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services.
13.6 The Supplier shall, promptly at the request of ARC, do or procure all such further acts and things and the execution of all such other documents as ARC may from time to time require for the purpose of securing for ARC the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to ARC in accordance with this clause 13.
- 14. Packaging**
14.1 The Supplier shall pack all goods with sound materials and with every care in accordance with normal commercial standards of export packing for the type of Goods specified in the Order. Packing materials must be adequate to safeguard the goods while in transit. The Supplier shall be responsible for any damage or loss, which can be shown to have resulted from faulty or adequate packing.
14.2 Unless otherwise provided in the Order, all containers (including packing cases, boxes and wrappings) supplied by the Supplier shall be non-returnable and their cost shall be included in the Price.

- 15. Variation**
No variation shall be made to the specification or description of the Goods and/or Services set out in the Order without prior notification to and prior written approval from ARC.
- 16. Exclusivity of Supply**
16.1 All Goods supplied to ARC are subject to an exclusive or non-exclusive condition of purchase.
- 6.1.1 Where the Order indicates "Exclusive Supply" the Goods are designed solely by or for ARC. This includes all Goods displaying the Red Cross/Red Crescent emblem(s) and/or the words "ARC" or "Red Cross/Crescent". The items referred to in any such Order may only be supplied to ARC and must not be supplied to any other person, firm or company in this form without prior written consent from ARC.
- 6.1.2 Where the Order does not indicate the type of supply then Goods are supplied on the basis of "Non-Exclusive Supply". The Goods referred to in the Order are of a type which can be considered to be freely available commercially and ARC does not claim exclusivity in the purchase of the Goods. The Supplier agrees that it shall not supply these Goods to other purchasers at a lesser Price.
- 16.2 The Supplier shall not sell or in any way use any Goods which bear the ARC name, the ARC emblem, ARC label, ARC trademarks, ARC initials or similar indications which have been rejected by ARC, without the prior written consent of ARC.
- 17. Identification of Supplier and Origin**
Unless required by law, the Goods shall not be marked in any way with the name, trade mark or other identifying symbol of the Supplier unless agreed in writing by ARC. The country of origin shall only be stated on the Goods if required by law.
- 17B Export Licence**
The Order is subject to the obtaining of any export licence or other governmental authorisation which may be required. It shall be the responsibility of the Supplier to inform ARC beforehand of such restrictions and obtain such licence or authorisation, but the ARC will use its best endeavours to assist. In the event of refusal thereof, the Order will be annulled and all claims between the Supplier and ARC automatically waived.
- 18. Force Majeure**
18.1 Neither party shall be liable for any default under the Contract due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, acts of sabotage or subversive activity, fire, flooding, explosion or other catastrophes and lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce). As soon as possible after the occurrence of any force majeure event and within not more than 15 days, either party thereby rendered unable, wholly or in part, to perform its obligations under the Contract, shall give notice and full particulars in writing to the other party. The party receiving such notice shall then have the right to terminate the Contract by giving seven days written notice of termination. On termination of the Contract, the Supplier shall return any deposit or advance payment by the ARC.
- 18.2 If the Supplier's failure to perform the Contract is due to any of the foregoing reasons ARC may obtain the Goods and/or Services elsewhere and the amount of the Goods and/or Services comprised in the Order shall be reduced accordingly by the amount of the Goods and/or Services purchased by ARC elsewhere during the period of such failure of supply by the Supplier.
- 19. Protection of the Red Cross emblem and name**
19.1 The red cross emblem is a special sign of neutrality and protection, primarily used in armed conflicts. Its use is restricted under international law and UK legislation. The Supplier shall not use the red cross emblem or the names "Anguilla Red Cross" or "Red Cross" or the initials "ARC" without the prior written authorisation of the ARC. This includes but is not limited to, any advertising, promotional or other materials or items.
- 19.2 When required to be incorporated in the Goods to be provided by the Supplier to the ARC, the red cross emblem and name "Anguilla Red Cross" or the initials "ARC" shall only be displayed as directed by, and previously agreed with, the ARC. The Supplier should only use the marque (logo) provided by the ARC. [The emblem of the ARC, when required to be incorporated in the Goods must always be shown in red with an entirely white background in close association with the words 'Anguilla Red Cross' or similar in a standard format (unless agreed in writing to the contrary). The emblem must always be shown correctly with the vertical and horizontal arms of the same length on, and completely surrounded by a white ground.] The Supplier will have responsibility for producing the emblem correctly and ARC will have the right to reject any and all Goods and Services which do not show the emblem correctly
- 20. Termination**
20.1 ARC shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or Services by giving notice to the Supplier at any time prior to Delivery. Upon such notice:
- 20.1.1 The Supplier shall cease to be bound to deliver and ARC shall cease to be bound to receive Delivery, and
- 20.1.2 ARC' sole liability shall be to pay to the Supplier the Price less the Supplier's net saving of cost arising from cancellation.
- 20.2 Without prejudice to the rights to terminate the Contract set out in these Conditions, ARC shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
- 20.2.1 the Supplier commits a material breach of any of the terms and conditions of the Contract;
- 20.2.2 the Supplier has a winding up petition presented against it or enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation) or compounds with or makes any arrangement with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it has an administration petition presented or administration application made against it or a notice of intention to appoint an administrator has been given to any person or if it ceases or threatens to cease to carry on its business, or make any material change in its business;
- 20.2.3 ARC reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 21. Indemnity**
The Supplier shall indemnify and keep ARC indemnified in The Supplier shall indemnify and keep ARC indemnified full against all liabilities, losses, damages, costs, claims and expenses (including all legal fees on a full indemnity basis) awarded against or paid by ARC including, for the avoidance of doubt, all consequential loss, incurred by ARC as a result of a breach of any of the terms of this Contract by the Supplier.

<p>22. Notices</p> <p>22.1 Any notice to be served by either of the parties shall be sent by pre-paid recorded delivery or registered post or by facsimile transmission to that other party at its registered office or principal place of business or such other address that may at the relevant time have been notified to the party giving notice.</p> <p>22.2 Notice served pursuant to clause 22.1 shall be deemed to have been received within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct number of the addressee.</p> <p>23. Waiver</p> <p>No waiver by ARC of any breach of this Contract by the Supplier shall be considered as a waiver of any subsequent breach or default of the same or any other provision and shall in no way affect the other terms of the Contract.</p> <p>24. Severance</p> <p>If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.</p> <p>25. Dispute Resolution</p> <p>25.1 In the event of any dispute arising under the Contract, the parties agree to seek first to resolve it by mutual negotiations or failing that through a settlement in accordance with the Centre for Dispute Resolution (“CEDR”) Model Mediation Procedure.</p> <p>25.2 The place of the mediation shall be in London, England. Any such mediation shall be conducted in English and any settlement agreement entered into by the parties pursuant to the mediation shall be written in the English language.</p> <p>25.3 To initiate a mediation, a party must give notice in writing (“ADR Notice”) to the other party to the dispute requesting a mediation. A copy of the request should also be sent to CEDR.</p> <p>25.4 If the dispute is not resolved within 60 days (or such other period as the parties may agree in writing) of the giving of the ADR Notice, or if one of the parties refuses to participate in mediation, either party may require that the Dispute be referred to and finally resolved in accordance with clause 28.</p> <p>26. United Kingdom Bribery Act 2010</p> <p>26.1 The Supplier shall:</p> <p>26.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the United Kingdom Bribery Act 2010 (‘the Relevant Requirements’);</p> <p>26.1.2 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;</p> <p>26.1.3 comply with The British Red Cross Society’s ethical, anti-bribery and anti-corruption policies, which will be made available on request, as may be updated from time to time (‘the Relevant Policies’);</p> <p>26.1.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 26.1(b) and will enforce them where appropriate;</p> <p>26.1.5 promptly report to ARC any request or demand for any</p>	<p>undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;</p> <p>26.1.6 immediately notify ARC, in writing, if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);</p> <p>26.1.7 within three months of the date of this agreement, and annually thereafter, certify to ARC in writing signed by an officer of the Supplier, compliance with this clause 26 by the Supplier and all persons associated with it under clause 26.2. The Supplier shall provide such supporting evidence of compliance as the ARC may reasonably request.</p> <p>26.1.8 The Supplier shall ensure that any person associated with the Supplier who is performing services, or providing goods, in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 26 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to ARC for any breach by such persons of any of the Relevant Terms.</p> <p>26.1.9 Breach of this clause 26 shall be deemed a material breach OR breach of a material clause under clause 20.</p> <p>26.1.10 For the purpose of this clause 26, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 26 a person associated with the Supplier includes, but is not limited to, any subcontractor of the Supplier.</p> <p>27. Corporate Social Responsibility (CSR)</p> <p>27.1 ARC, as part of The British Red Cross Society, is guided by the Society’s Ethical Purchasing Policy. This includes consideration of the wider social and environmental impact. It is important to demonstrate responsible sourcing in supply chains and subcontracting relationships in the following areas:</p> <p>27.1.1 Environment</p> <p>ARC expects its Suppliers to comply with all statutory and legal requirements relating to the environmental impact of their business. ARC will work with its Suppliers to provide goods, services and works with the minimum adverse environmental impact.</p> <p>27.1.2 Carbon Management</p> <p>ARC recognises that climate change is occurring as a result of human activity and is involved in humanitarian relief as a direct result of such activities. It is therefore incumbent on ARC to monitor and reduce its own carbon emissions and encourage its Suppliers to do likewise. In keeping with this, Suppliers may be expected to produce evidence of their own emissions and provide details of how they manage and actively reduce them. The British Red Cross Society and ARC may assist Suppliers in developing policies that facilitate the monitoring, control and reduction of emissions.</p>
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27.1.3 Legal requirements

Suppliers should always work within the laws of their country.

27.1.4 Ethical standards

- (a) We aim to purchase goods and services that are produced in acceptable working conditions without abuse or exploitation of individuals or the environment.
- (b) ARC will commit to pay our Suppliers within agreed terms
- (c) ARC will not source the cheapest labour and goods at the expense of social and environmental responsibility. The criteria outlined below will form part of the evaluation for a new Supplier.
- (d) We would expect that none of our relationships for goods and services, whether the relationship represents a one-off transaction or is long-term in nature, would:
 - (i) Be seen to run counter to ARC's charitable objects and fundamental principles
 - (ii) Damage the reputation of ARC
- (e) a Supplier organisation's core business (over 20% turnover) should not:
 - (i) Manufacture or sell arms
 - (ii) Manufacture or sell tobacco
 - (iii) Damage the reputation of the ARC's name and/or the red cross emblem
- (f) The Supplier shall not:
 - (i) be in bankruptcy, wound up or have affairs administered by the Court, neither shall it have entered into an arrangement with creditors, or have suspended business activities, or be subject to proceedings concerning those matters or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
 - (ii) be guilty of grave professional misconduct or be convicted of the same.
 - (iii) be convicted of fraud, corruption, involvement in a criminal organisation or any other illegal activity.

27.1.5 Labour standards

ARC expects its Suppliers to be committed to continuous improvement in labour standards based on the conventions of the International Labour Organisation (ILO). ARC aims to procure goods, services and works that are produced and developed in circumstances where:

- (a) Employment is freely chosen
- (b) Freedom of association and the right to collective bargaining are respected
- (c) Working conditions are safe and hygienic
- (d) Child labour shall not be used
- (e) Living wages are paid
- (f) Working hours are not excessive
- (g) No discrimination is practiced
- (h) Regular employment is provided
- (i) No harsh or inhumane treatment is allowed

28. Amendment

No changes or modifications to this Contract shall be valid unless set forth in writing and signed by both parties.

29. Governing Law and Jurisdiction

The Contract shall be governed by the law of England and Wales and the parties shall, subject to any mediation procedure entered into pursuant to clause 25 above, submit to the exclusive jurisdiction of the English and Welsh courts.