

STANDARD TERMS AND CONDITIONS FOR SUPPLIERS

Definitions:

"The Client", refers to Brenmar Ltd

"Supplier", includes all suppliers, agencies, contractors, subcontractors, self-employed, business, organisation or individual providing a service or product whether directly or indirectly.

"Purchase Order", includes Purchase Orders and or Contractor/ Subcontractor Agreements

"Goods" see Section 1.

"Services", see Section 1.

"Employee(s)" refers to any individual or group directly or indirectly employed or engaged by or on behalf of the Client regardless of actual employment status.

These Terms and Conditions govern the provision of goods and/or services by the Supplier to the Client. By accepting a Purchase Order with the Client, the Supplier agrees to be bound by following Terms and Conditions in their entirety and without exclusion; except where exclusion is grant through law.

1. Scope of Agreement

The Terms and Conditions apply to all goods and/or services provided by or on behalf of the supplier to the Client, including but not limited to:

- **Goods:** Materials, equipment, fixtures, fittings, substances, apparel and other items required for the project.
- **Services:** Labour, installation, construction, and other services integral to the Clients operations.

The specific scope of the engagement will be detailed in the relevant Purchase Order or Subcontract Agreement.

2. Purchase Orders and Subcontract Agreements

- All orders placed by the Client must be via a formal Purchase order. No work shall commence without a valid Purchase order. Works caried out without a valid Purchase order may not be paid at the discretion of the Client.
- Written approval from an authorised Client representative is required prior to any variations to the scope of work or costing are undertaken.
- Where projects are of a value greater than £100,000, a 5% retention will be applied. This retention will be reduced to 2.5% upon satisfactory completion of the work and held for a period of 12 months, unless otherwise stated.
- Purchase orders will specify the goods and/or services required, quantities, pricing, and any special instructions and /or outline the scope of work, payment terms, project timelines, responsibilities, and other relevant details.

3. Pricing and Payment

- Prices for goods and/or services shall be as agreed upon in the Purchase Order or Subcontract Agreement. Unless otherwise stated, prices are exclusive of VAT.
- Invoices must be addressed to Brenmar Ltd, Unit 7 Waltham Business Park, Brickyard Road, Swanmore, Southampton, SO32 2SA.
- Invoices must be submitted to **admin@brenmar.co.uk** within 14 days of completion of the work or delivery of goods, whichever is applicable, and must reference the relevant Purchase Order.
- Handover documentation & certification must be approved prior to the final invoice being accepted.
- Payment terms are 30 days from the end of month from the date of invoice receipt by the Client, unless otherwise agreed in writing.
i.e. invoice received by the Client on the 14th May would be eligible for payment on the 30th June.
- Brenmar reserve the right to withhold payment if the goods/services are not provided in accordance with the agreed specifications, timelines, or quality standards.

4. Quality and Standards

- All goods and services must be of satisfactory quality and conform to all applicable industry standards, regulations, accreditations and specifications.
- The supplier is responsible for ensuring that their work is carried out in a professional, reliable and ethical manner.
- The Client reserves the right to inspect goods and services upon delivery or prior to and on completion and reject any items or work that does not meet the required standards.

5. Delivery and Installation

- Delivery dates and installation schedules must be adhered to. Any delays must be communicated to Brenmar immediately in writing.
- The supplier is responsible for the safe and secure delivery of goods to the designated site, including offloading.
- The supplier is responsible for the proper installation of goods and/or the provision of services, unless otherwise agreed in writing.
- Handover documentation and certification must be provided within 7 days of completion of the works. Non-conformance may delay payments.

6. Insurance and Liability

The supplier is required to maintain the following insurances for the full term of the agreement:

- All insurances **MUST** cover the scope of works or services being undertaken.

- Supplier Insurance must hold an Indemnity of Principle clause thereby indemnifying the Client of claims made on the suppliers' goods or services. The clause is to remain standing for the length of contract plus any guarantee period as laid out in the purchase order or as a minimum 12 Months.
- Public liability insurance coverage of not less than five million pounds sterling (£5,000,000) for any single, or series of claims that may arise.
- Product liability insurance coverage of not less than five million pounds sterling (£5,000,000) for any single, or series of claims that may arise.
- Where Public liability and Product Liability are a combined policy, the coverage should be no less than ten million pounds sterling (£10,000,000) for any single, or series of claims that may arise.
- Professional indemnity insurance coverage for a period from the commencement date to a date of not less than six (6) years from the commencement date of not less than two million pounds sterling (£2,000,000) or suitable amount to cover works if greater than this value, for any single, or series of claims that may arise.
- The supplier is solely responsible for any damage or loss caused by their negligence or breach of contract.

7. Health and Safety

- The Supplier must comply with all relevant health and safety regulations, Acts, guidance and codes of practice, as so far as reasonably practicable; that are relevant to the Purchase order and ensure that their employees and suppliers work safely on site.
- The Supplier must adhere to all Clients policies, procedures and Site Rules at all times.
- Prior to engagement, The Supplier is required to complete a Pre-construction Questionnaire. The Client must be notified in writing of any applicable changes to policies, accreditations, competence, and insurances following approval.
- The supplier shall provide Safe Systems of Works in the form of Risk Assessments & Method Statements (RAMS) to The Client at least 72 hours before the scheduled commencement of any work. Failure to comply with this requirement may result in the Supplier being refused access to the site, without any cost implication to the Client.

8. Equipment, Machinery, Plant and Tooling

- The Client accepts no liability for any lost, stolen, damaged or defunct equipment, machinery, plant or tooling provided by or on behalf of the supplier.
- All equipment provided, directly or indirectly by the supplier must be in good working order and comply to the relevant regulations, PUWER 1998, LOLER 1998 etc.
- All operatives of equipment, machinery and tooling must be trained and competent and where appropriate hold the necessary ticket, qualification or accreditation.
- Suppliers should provide their own equipment, machinery, plant and tooling unless otherwise indicated on the purchase order and agreed in writing with the Client.

9. Environment

- Where practicable suppliers shall provide materials etc in as minimal packaging as required to ensure safety and quality.
- Where practicable Suppliers will not supply or use single use plastics.
- Suppliers are encouraged to vehicle share.
- Waste, water and resource reduction are to be considered in all aspects of works with the client.
- Waste is to be segregated as per site requirements and in line with The Separation of Waste Regulation 2024, Simpler recycling policy (2025).
- Waste is to be disposed of in accordance to the EA regulations and waste consignment notes obtained.

10. Confidentiality

- The supplier shall not disclose any confidential information relating to the Clients business, customers, products, or services to any third party without the Clients prior written consent. This obligation shall survive the termination of this Agreement.
- Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement and Law.

11. Non-Solicitation

- The Supplier agrees not to directly or indirectly solicit, contact, or otherwise engage with any of The Clients customers for the purpose of providing goods or services similar to those provided under this agreement for a period of 5 years following the termination or expiration of thi agreement.

12. Termination

- The Client reserves the right to terminate a Purchase Order for cause, including but not limited to breach of contract, poor quality of goods/services, or failure to meet deadlines.
- Either party may terminate a Subcontract Agreement with 7 days' written notice, unless otherwise specified in the agreement.

13. Equality

- The Supplier shall perform its obligations under the agreement in accordance with all applicable equality laws including but not limited to The Equality Act 2010, Worker Protection (Amendment of Equality Act 2010) Act 2023' (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).

14. Prevention of Bribery and Corruption

- The supplier shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements").

15. Prevention of Slavery/Forced Labour

- The supplier will comply with all applicable laws relating to slavery, including the Modern Slavery Act 2015
- The Supplier shall take all reasonable steps to ensure that its supply chains are free from such practices. This includes, but is not limited to, ensuring that its employees and workers are not subject to forced labour, are paid a fair wage, and have freedom of movement.

16. Data Protection

- The supplier will comply with Data Protection Act 2018. The supplier shall process personal data only for the purposes of fulfilling its obligations under this Agreement and shall implement appropriate technical and organisational measures to protect personal data against unauthorised access, use, or disclosure.

17. Entire Agreement

These Terms and Conditions, together with the relevant Purchase order, constitute the entire agreement between the Client and the Supplier with respect to the provision of goods and/or services.

18. Amendments

The Client reserves the right to amend the Terms and Conditions without prior notification. All amendments to the Standard Terms and Conditions will be notified to Suppliers in writing.