



Security Industry Authority

**PURCHASE ORDER TERMS AND CONDITIONS FOR
THE SUPPLY OF GOODS AND SERVICES**

SECURITY INDUSTRY AUTHORITY (“SIA”)

PURCHASE ORDER TERMS AND CONDITIONS

To the extent that no contract has been agreed and signed between the parties, these terms shall apply and shall form part of the agreement between the SIA and the Supplier which refers to them. These terms (as may be updated from time to time) apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

The SIA's order for the supply of Goods and/or Services ("**Order**") shall be deemed to be accepted on the earlier of:

- a) the Supplier issuing written acceptance of the Order; or
- b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date a contract ("**Contract**") shall be formed ("**Commencement Date**").

Date of last update: 1 July 2019

1 Interpretation

"**Data Protection Legislation**" means the Data Protection Act 2018, or, for the period it remains in force in the UK, the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") (as applicable) and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time).

"**Data Subject**", "**Controller**", "**International Organisation**", "**Personal Data**", "**Processor**" and "**Processing**" have the same meaning as in the GDPR;

"**Deliverables**" means all records, reports (including drafts), documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data and typographical arrangements.

"**Intellectual Property Rights**" means patents, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, which subsist or will subsist now or in the future in any part of the world.

"**Purchase Order**" means the commercial document issued by the SIA which sets out the type, quantities and agreed price for the Goods and/or Services to be provided by the Supplier.

"**SIA Personal Data**" means any Personal Data Processed by the Supplier on the SIA's behalf under these terms.

2 The Goods

2.1 The Supplier shall ensure that the Goods shall:

- 2.1.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the SIA, expressly or by implication, and in this respect the SIA relies on the Supplier's skill and judgement;
 - 2.1.2 where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
 - 2.1.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 2.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 2.3 Title and risk in the Goods shall pass to the SIA on completion of delivery, and subject to clause 4 (Remedies), these terms shall cease to exist on completion of delivery of the Goods by the Supplier.

3 Supply of Services

- 3.1 In providing the Services, the Supplier shall:
- 3.1.1 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 3.1.2 ensure that any Deliverables are free from defects in workmanship, installation and design;
 - 3.1.3 obtain and at all times maintain all licences and consents which may be required for the provision of the Services and observe all health and safety rules and regulations and any other security requirements that apply at any of the SIA's premises; and
 - 3.1.4 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services.
- 3.2 Subject to clause 4 (Remedies), these terms shall cease to exist on completion of the Services by the Supplier.

4 Remedies

- 4.1 If the Supplier fails to deliver the Goods and/or perform the Services to the SIA's satisfaction, the SIA shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- 4.1.1 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered;
 - 4.1.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

- 4.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
 - 4.1.4 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 4.1.5 to recover from the Supplier any costs incurred by the SIA in obtaining substitute goods and/or services from a third party; and
 - 4.1.6 to claim damages for any additional costs, loss or expenses incurred by the SIA which are in any way attributable to the Supplier's failure to meet such dates.
- 4.2 The SIA's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

5 Price and payment

- 5.1 The SIA shall pay correctly rendered invoices which must include the SIA's purchase order reference within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Where no purchase order reference number is included in the invoice the SIA shall have no obligation to pay.
- 5.2 The SIA shall, on receipt of a valid VAT invoice (related to a purchase order issued by the SIA) 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.
- 5.3 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the SIA in order to justify withholding payment of any such amount in whole or in part. The SIA may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier under the Contract against any amounts payable by it to the Supplier under the Contract.

6 Intellectual property rights

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 6.2 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, data supplied by the SIA to the Supplier ("**SIA Materials**") and all rights in the SIA Materials are and shall remain the exclusive property of the SIA.
- 6.3 The Supplier grants to the SIA, or shall procure the direct grant to the SIA of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables.
- 6.4 The SIA grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy the SIA Materials for the term of the Contract for the purpose of providing the Services to the SIA.

7 Data Protection

- 7.1 The parties agree that where Personal Data will be processed by the Supplier on the SIA's behalf, the following terms shall govern the parties obligations in respect of such personal data in accordance with the Data Protection Legislation.

- 7.2 For the purposes of this Contract, the type of Personal Data being processed, the categories of Data Subjects and the nature and purpose of the Processing is/are those required for the Supplier to perform the Contract.
- 7.3 The duration of the Processing shall be the term of this Contract.
- 7.4 The Supplier shall:
- 7.4.1 process the SIA Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with the SIA's written instructions (including with respect to transfers of SIA Personal Data to a Third Country or to an International Organisation);
 - 7.4.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to SIA Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
 - 7.4.3 ensure that any employees or other persons authorised to Process the SIA Personal Data are subject to appropriate obligations of confidentiality;
 - 7.4.4 on request by the SIA and taking into account the nature of the Processing and the information available to the Supplier, assist the SIA in ensuring compliance with its obligations under Articles 32 to 36 of the GDPR (where applicable) in respect of the SIA Personal Data;
 - 7.4.5 not transfer the SIA Personal Data to a Third Country or to an International Organisation without the prior written consent of SIA;
 - 7.4.6 not engage any third party to carry out its Processing obligations under this Contract without obtaining the prior written consent of the SIA and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this Schedule;
 - 7.4.7 notify the SIA, as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that request, unless authorised to do so by the SIA) and assist the SIA by technical and organisational measures, insofar as possible, for the fulfilment of the SIA's obligations in respect of such requests and complaints;
 - 7.4.8 notify the SIA without undue delay on becoming aware of a Personal Data breach;
 - 7.4.9 on request by the SIA, make available all information necessary to demonstrate the SIA's compliance with this Schedule and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by the SIA (or its authorised representative) with respect to the SIA Personal Data;

7.4.10 on termination or expiry of this Contract, destroy, delete or return (as the SIA directs) all SIA Personal Data and delete all existing copies of such data unless required by law to keep or store such SIA Personal Data.

7.5 The Supplier warrants that in carrying out its obligations it will not breach the Data Protection Legislation or do or omit to do anything that might cause the SIA to be in breach of the Data Protection Legislation.

7.6 The Supplier shall indemnify and keep indemnified the SIA against all costs, claims, damages or expenses incurred by the SIA or for which the SIA may become liable due to any failure by the Supplier to comply with its obligations under this clause.

8 Insurance

8.1 The Supplier shall maintain in force, with a reputable insurance company,

8.1.1 professional indemnity insurance, for a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim;

8.1.2 public liability insurance for a minimum limit of two million pounds sterling (£2,000,000) for each individual claim; and

8.1.3 employers' liability insurance with a minimum limit of five million pounds sterling (£5,000,000),

and shall, on the SIA's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9 Confidentiality

9.1 A party (receiving party) shall keep in strict confidence and not use or exploit in any way except for or in connection with the purpose of discharging the receiving party's obligations under the Contract, all confidential or proprietary information which is disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, including any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The obligations under this clause shall continue for a period of 5 years from the Commencement Date.

9.2 The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential as if they were the receiving party. Any other disclosure can only be made with the disclosing party's prior written consent.

9.3 Each party may disclose the confidential information to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body or the laws or regulations of any country with jurisdiction over it (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the disclosed information).

10 Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 10.1.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 10.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 10.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 10.2 Notwithstanding the rights of the parties as set out in clause 10.1, the SIA may terminate for convenience by giving 60 days' written notice to the Supplier.

11 Consequences of termination

- 11.1 On termination of the Contract, the Supplier shall immediately deliver to the SIA all Deliverables whether or not then complete, and return all SIA Materials. 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 the Contract.
- 11.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12 Force majeure

- 12.1 Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the SIA may terminate this Contract immediately by giving written notice to the Supplier.

13 General

13.1 Assignment.

- 13.1.1 The SIA may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract. The Contract may be transferred to anybody (including any private sector body), that may succeed the SIA as a result of government restructuring/reform, and which substantially performs any of the functions that had previously been performed by the SIA.

13.1.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the SIA.

13.2 Notices.

13.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, or e-mail.

13.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, 24 hours after transmission.

13.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.4 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

13.5 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.6 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.7 **Governing law and Jurisdiction.** The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.