

# SAGA PURCHASE ORDER TERMS AND CONDITIONS

## 1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

**Commencement Date:** has the meaning given in clause 2.3.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 20.7.

**Contract:** the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

**Customer:** the Saga entity which is set out in the Order.

**Customer Materials:** has the meaning set out in clause 5.3(i).

**Data Controller; Data Processor; Data Subject; Personal Data; Process;** and **Processing:** shall each have the meaning ascribed to them in the Data Protection Laws.

**Data Protection Laws:** means all applicable data protection and privacy legislation in force from time to time including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including the privacy of electronic communications).

**Deliverables:** all 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, specifications and reports (including drafts).

**Delivery Date:** the date specified in the Order for delivery of the Goods or, if none is specified, the date otherwise specified by the Customer.

**Delivery Location:** the address for delivery of the Goods as set out in the Order or as instructed by the Customer before delivery.

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

**Group:** in relation to a company, that company, any subsidiary or holding company (as defined in s.1159 of the Companies Act 2006) from time to time of that company, and any subsidiary from time to time of a holding company of that company.

**Intellectual Property Rights:** patents, rights to inventions, 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, 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, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Mandatory Policies:** the Customer's business policies, including its Anti-Slavery and Human Trafficking Policy, Anti-Bribery and Anti-Corruption Policy, Anti-Facilitation of Tax Evasion Policy, Anti-Fraud Policy and Sanctions and Asset Freezing Policy, as amended by notification to the Supplier from time to time.

**Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

**Service Specification:** the description or specification for Services agreed in writing by the Customer and the Supplier.

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification and/or other pre-contractual documents (such as the Supplier's quote or proposal).

**Specified Delivery Time:** has the has the meaning given in clause 4.2(a).

**Supplier:** the person or firm from whom the Customer purchases the Goods and/or Services.

**Supplier Materials:** all documents, information, software, items and other materials in any form created prior to the Commencement Date or wholly outside the scope of this

Contract by the Supplier or its suppliers or licensors and which are used to perform the Services or provided or made available to the Customer in connection with this Contract.

**Third Party Materials:** all documents, information, software, items and other materials in any form belonging to a third party which the Supplier uses or wants to use in connection with the Services and which are only made commercially available on standard terms that are not typically negotiated.

**UK Addendum:** shall mean the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under section 119A(1) of the DPA 2018, as revised by the Information Commissioner's Office from time to time.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

## 1.2 Interpretation.

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes e-mails.

## 2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract 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.

2.2 The Order constitutes an offer by the Customer to purchase for the benefit of itself and, where applicable, any member of its Group, the Goods and/or Services from the Supplier in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

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

at which point the Contract shall come into existence (**Commencement Date**).

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

## 3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) 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 Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- (c) be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements and best practice from time to time in force relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 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.

3.3 The Customer may inspect and test the Goods at any time before delivery. If the Customer reasonably considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Supplier shall promptly comply with the Customer's reasonable instructions in the taking of any remedial action by the Supplier to ensure

# SAGA PURCHASE ORDER TERMS AND CONDITIONS

compliance. The Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

## 4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- (c) it provides to the Customer on request a copy of the relevant delivery driver's identification (including passport), the vehicle registration, and any other information or documents relevant to the delivery of the Goods (and, if applicable, performance of the Services); and
- (d) it provides the Customer with any relevant certification(s), test results and/or reports in respect of the Goods.

4.2 The Supplier shall deliver the Goods:

- (a) on the Delivery Date and within the time frame(s) set out in the Order or, if none is specified in the Order, the time frame otherwise specified by the Customer (**Specified Delivery Time**);
- (b) at the Delivery Location; and
- (c) as instructed by the Customer.

4.3 Time shall be of the essence in respect of the Delivery Date and the Specified Delivery Time. If the Supplier becomes aware that it will not be able to comply with clause 4.2 for whatever reason, the Supplier shall notify the Customer as soon as reasonably practicable and the Customer shall have the right to any of the remedies available in clause 6.1.

4.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.5 If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent.

4.6 Title and risk in the Goods shall pass to the Customer on completion of delivery.

## 5. SUPPLY OF SERVICES

5.1 The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all reasonable instructions of the Customer;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in

the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;

- (g) obtain and at all times maintain all licences, approvals and consents which may be required for the provision of the Services;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises including, where applicable, its vessels;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- (j) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (k) comply with any reasonable additional obligations as set out in the Service Specification.

## 6. REMEDIES

6.1

If the Supplier fails to deliver the Goods by the Delivery Date and within the Specified Delivery Time or to perform the Services by the applicable date, the Customer shall, without limiting or affecting any other right or remedy available to it, have any one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such date.

6.2

If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) 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;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.3

If the Supplier has supplied Services that do not comply with the requirements of clause 5 then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services, or to provide a full

# SAGA PURCHASE ORDER TERMS AND CONDITIONS

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | refund of the price paid for the Services (if paid);                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           | (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;                                                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           | (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and                                                                                                                                                                                                                                                                                                                                                                    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           | (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 5.                                                                                                                                                                                                                                                                                                                                                                 | 9.5        | Supplier in writing and the parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice. Where only part of an invoice is disputed, the undisputed amount shall be paid on the Due Date (as defined in clause 9.6) as set out in clause 9.5. The Supplier's obligations to supply the Goods and/or Services shall not be affected by any payment dispute.                                                                                                                                                                                                                                                                                                                                                                                         |
| 6.4       | These Conditions shall apply to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.                                                                                                                                                                                                                                                                                                                                                                                   |            | The Customer shall pay correctly rendered invoices by the later of: 60 days following receipt of the invoice; and 60 days following delivery of the Goods or completion of the Services (subject to receipt of a correctly rendered invoice), unless otherwise agreed with the Supplier. Payment shall be made to the bank account nominated in writing by the Supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.5       | The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.                                                                                                                                                                                                                                                                                                                                                            | 9.6        | If a party fails to make any payment due to the other under the Contract by the due date for payment ( <b>Due Date</b> ), then the defaulting party shall pay interest on the overdue amount at the rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith. The parties agree that this is a substantial remedy for late payment under this Contract in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.                                                                                 |
| <b>7.</b> | <b>CUSTOMER'S OBLIGATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7.1       | The Customer shall:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           | (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises (including, where applicable, its vessels) for the purpose of providing the Goods and/or Services; and                                                                                                                                                                                                                                                                                                                 |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           | (b) provide such necessary information for the provision of the Goods and/or Services as the Supplier may reasonably request.                                                                                                                                                                                                                                                                                                                                                                                         |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>8.</b> | <b>INDEMNITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 9.7        | Unless otherwise provided in the Contract, all amounts payable by the Customer are inclusive of all applicable taxes, tariffs, levies and duties, except for, if applicable, value added tax (VAT) or other sales tax chargeable from time to time (subject to the Supplier notifying the Customer of any such tax in the Supplier's quote or proposal). Where any taxable supply for VAT or other sales tax purposes is made under the Contract by the Supplier to the Customer (and the Customer is notified of such tax in the Supplier's quote or proposal), the Customer shall, on receipt of a valid VAT or other sales tax invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT or other sales tax as are chargeable on the supply of the Goods or Services at the same time as payment is due for the supply of the Goods or Services. |
| 8.1       | The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:                                                                                                                                              | 9.8        | The Supplier shall maintain complete and accurate records of time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|           | (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);                                                                                                                                                                                                                          | 9.9        | The Customer may at any time, without notice to the Supplier and without limiting any other rights or remedies it may have, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|           | (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables, to the extent that the defect is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;                                                                                                                                                                            | <b>10.</b> | <b>INTELLECTUAL PROPERTY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|           | (c) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and/or                                                                                                                                                             | 10.1       | The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials. The Customer grants to the Supplier a non-exclusive, royalty-free, non-transferable (except in accordance with clause 20.1(b)) licence to use, copy and modify the Customer Materials for the duration of the Contract for the sole purpose of providing the Services to the Customer in accordance with this Contract. The Supplier cannot sublicense the Customer Materials to any third party without the Customer's prior written consent.                                                                                                                                                                                                                                                                                                                |
|           | (d) the Supplier's breach or negligent performance or non-performance of this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                               | 10.2       | The Supplier assigns to the Customer, immediately on creation, with full title guarantee, all Intellectual Property Rights in the Deliverables (excluding any Customer Materials, Supplier Materials or Third Party Materials contained within the Deliverables).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8.2       | This clause 8 shall survive termination of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 10.3       | The Supplier and its licensors shall retain ownership of all Supplier Materials. The Supplier grants to the Customer a non-exclusive, royalty-free, transferable, perpetual and irrevocable licence (with the right to grant sublicences) to use, copy and modify the Supplier Materials for the purpose of receiving and using the Services and the Deliverables.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>9.</b> | <b>PRICE AND PAYMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 10.4       | The Supplier shall not include in the Deliverables any Third Party Materials that cannot be assigned to the Customer under clause 10.2, or licensed to the Customer on the terms of clause 10.3, unless their inclusion and licence terms are approved in writing in advance by the Customer. The Supplier grants to the Customer a licence to use any Third Party Materials approved by the Customer for inclusion in the                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9.1       | The price for the Goods shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force as at the Commencement Date.                                                                                                                                                                                                                                                                                                                             |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9.2       | The price for the Goods shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise stated in the Order. No extra charges shall be effective unless agreed in writing and signed by the Customer.                                                                                                                                                                                                                                                                             |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9.3       | The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly and indirectly incurred in connection with the performance of the Services.                                                                                                                                 |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9.4       | In respect of the Goods, the Supplier shall invoice the Customer on or at any time after the completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services (or as otherwise set out in the Order). Each invoice shall include such supporting information reasonably required by the Customer to verify the accuracy of the invoice, including the relevant Order number. If the Customer disputes any invoice due, the Customer shall immediately notify the |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

# SAGA PURCHASE ORDER TERMS AND CONDITIONS

- Deliverables on the terms (including parties, costs and restrictions on use) approved by the Customer.
- 10.5 The Customer grants the Supplier a non-exclusive, royalty-free, non-transferable (except in accordance with clause 20.1(b)) licence to use, copy and modify, throughout the duration of this Contract, the Deliverables assigned to the Customer under clause 10.2 (**Assigned Materials**) for the sole purpose of providing the Services to the Customer in accordance with this Contract. The Supplier cannot sublicense the Assigned Materials without the Customer's prior written consent.
- 10.6 The Supplier shall, to the maximum extent permitted by applicable law, obtain waivers of all moral rights in the Deliverables to which any person is now, or may at any future time be, entitled to under the Copyright, Designs and Patents Act 1988 as amended from time to time or under any similar legislation from time to time in force anywhere in the world. The Supplier shall obtain the Customer's prior written approval before incorporating into the Deliverables any Third Party Materials in which moral rights cannot be waived.
- 10.7 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all further acts and things and execute (or procure the execution of) all other documents as the Customer may from time to time require for the purpose of securing for the Customer all right, title and interest in and to the Intellectual Property Rights assigned or licensed to the Customer under this Contract.
11. **INSURANCE**  
During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer'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.
12. **COMPLIANCE WITH RELEVANT LAWS AND POLICIES**  
In performing its obligations under the Contract, the Supplier shall comply with:
- (a) all applicable laws, statutes, regulations, regulatory policies, guidelines and industry codes from time to time in force;
  - (b) the Mandatory Policies; and
  - (c) Saga's Supplier Code of Conduct: Expected Behaviours available at: <https://corporate.saga.co.uk/media/hmybkeuk/saga-supplier-code-of-conduct-expected-behaviours.pdf>
13. **MODERN SLAVERY & HUMAN TRAFFICKING**
- 13.1 In performing its obligations under this Contract, the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including the Modern Slavery Act 2015;
  - (b) have and maintain throughout the duration of this Contract its own policies and procedures to ensure such compliance;
  - (c) not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
  - (d) subject to clause 20.1, include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 13;
  - (e) notify the Customer with full details as soon as it becomes aware of any actual or suspected breach of clause 13.1(a) and clause 13.1(c); and
  - (f) maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with this Contract, and permit the Customer and its third party representatives to inspect the Supplier's premises, records and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 13.
- 13.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 13.3 Breach of this clause 13 (in whole or in part) by the Supplier shall entitle the Customer to terminate this Contract by written notice with immediate effect.
14. **DATA PROTECTION**
- 14.1 The parties acknowledge and agree that it is the factual arrangement between them that dictates the role and status of each party under Data Protection Laws in respect of the processing of any Personal Data under this Contract. Notwithstanding the foregoing, it is intended by the parties that the Customer shall be a Data Controller and the Supplier shall be a Data Processor in relation to the Processing of any Personal Data for the purposes as set out in Annex A. In respect of the Processing of Personal Data for any other purposes, it is intended that each party shall act as an independent Data Controller.
- 14.2 Each party shall ensure that it has all necessary consents and notices in place for the lawful Processing of Personal Data in accordance with this Contract.
- 14.3 Each party undertakes that it shall comply (and shall require that its employees, agents and subcontractors comply) with the Data Protection Laws.
- 14.4 The Supplier shall in the instance where it acts as a Data Processor under this Contract:
- (a) Process Personal Data only on the written instructions or direction given by the Customer;
  - (b) notify the Customer if it believes any instruction it has been given by the Customer is a breach of the Data Protection Laws;
  - (c) not do or permit anything to be done which might lead to a breach of the Data Protection Laws by the Customer;
  - (d) Process and deal with such Personal Data in accordance with the Data Protection Laws and only for the purposes set out in the Processing Details Table set out in Annex A;
  - (e) use Personal Data only as is necessary for the purposes of the Supplier complying with its obligations under this Contract and shall not retain Personal Data for any longer than is necessary for the purpose set out in this Contract;
  - (f) take all reasonable steps to ensure the reliability of the employees who have access to any Personal Data and ensure that any employees requiring access to any Personal Data are under obligations of confidentiality;
  - (g) not appoint or allow any subprocessor to process Personal Data in connection with its Processing as a Data Processor without the express written consent of the Customer;
  - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for the Customer to audit compliance at any time;
  - (i) on expiry or termination of this Contract, forthwith cease to use or Process any Personal Data and will, at the direction of the Customer, either delete or return any Personal Data unless required by applicable law to retain the Personal Data.
- 14.5 Each party shall, regardless of whether it acts as a Data Controller or Data Processor in connection with the relevant Processing:
- (a) take appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, damage or accidental loss, alteration, unauthorised disclosure, use or access and against all other unlawful forms of Processing, including controls over entry, access, intervention, disclosure, input and preservation of and to the Personal Data, including maintaining an appropriate backup regime for data and where appropriate, pseudonymising and encrypting Personal Data;
  - (b) assist the other in any way and notify the other promptly and without undue delay in relation to any request from a Data Subject to access their Personal Data or to cease or not begin Processing, or to rectify, block, erase or destroy Personal Data;
  - (c) assist the other at the other party's cost in relation to its compliance with security, breach notification and communication, impact assessments and prior consultation with supervisory authorities; and

# SAGA PURCHASE ORDER TERMS AND CONDITIONS

- (d) without any undue delay after discovering any breach or failure of security which leads or may lead to the destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data which is Processed in relation to this Contract, notify the other party of the same and subject to the requirements or restrictions of any regulatory authority, provide full details of the breach and consequences, together with details of steps taken to remedy the breach and recover or safeguard the Personal Data concerned.
- 14.6 Where either party appoints a subcontractor, third parties or agents to Process Personal Data it shall remain fully liable for all acts or omissions of any third-party processors appointed by it.
- 14.7 Each party shall only allow Personal Data to be accessed from, Processed in, or transmitted to a place outside of the United Kingdom in compliance with Data Protection Laws. Where the third country(ies) has not been determined by the Information Commissioner's Office as having an adequate level of protection and no other appropriate safeguards are in place under the Data Protection Laws in relation to such transfer between the parties, the parties agree that:
- the UK Addendum shall be deemed incorporated into this Contract solely in relation to the relevant Processing;
  - Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information as follows:
    - The start date shall be the Commencement Date;
    - The party transferring Personal Data outside of the United Kingdom is the "Exporter" and the other party the "Importer" and their respective details are as set out in the Order;
    - The key contacts of the parties are as follows:  
**Customer** – Data Protection Officer – data.protection@saga.co.uk  
**Supplier** – as set out in the Order
  - The following Module(s) of the Approved EU SCCs (as defined in the UK Addendum) shall apply:
    - where one party acts as a Data Controller of that Personal Data and the other party acts as a Data Processor, Module 2 shall apply;
    - where both parties act as Data Controllers of that Personal Data, Module 1 shall apply;
    - where one of the parties acts as a Data Processor of that Personal Data and appoints a subprocessor to Process that Personal Data, Module 3 shall apply;
  - Clauses 7 (Docking Clause) and 11 (Option) will not apply;
  - Where Module 2 or 3 applies, clause 9a shall be deemed completed in line with the information set out in clause 14.4(g) of this Contract and the time period for requesting specific authorisation for a subprocessor will be as agreed between the parties in writing;
  - Annexes 1A and 1B shall be deemed completed with the parties' details set out in the Order and the information set out in the Processing Details Table set out in Annex A;
  - Annex II shall be deemed completed with the technical and organisational measures referred to in clause 14.5(a) above;
  - Where Module 2 or 3 applies, Annex III shall be deemed completed with the details of any subprocessors agreed between the parties in writing from time to time in accordance with this clause 14;
- (c) Table 4 of the UK Addendum shall be deemed completed with "neither party".
- (d) The parties further agree to perform all such other acts as are necessary to give full effect to the UK Addendum.
- 14.8 Where the parties are acting as independent Data Controllers, on expiry or termination of this Contract, neither party shall retain or Process the Personal Data for longer than is necessary to carry out their respective Processing purposes and each party shall be entitled to continue to retain and Process the Personal Data in accordance with any statutory or regulatory retention periods that are applicable.
- 14.9 The Supplier shall take into account and, where practical, implement the Customer's information security recommendations as notified by the Customer to the Supplier from time to time.
- 15. FINANCIAL CRIME PROVISIONS**
- 15.1 For the purposes of this clause 15, the following definitions shall apply:  
**Financial Crime:** means any kind of criminal conduct relating

to undue financial or other advantage or to financial services or markets, including any offence involving fraud or dishonesty, bribery or corruption, tax evasion, misconduct in or misuse of information relating to a financial market, money laundering or the handling of the proceeds of crime, or the financing of terrorism;

**Relevant Requirements:** means all applicable laws, statutes, regulations and codes relating to the prevention of bribery and corruption, fraud, money laundering and tax evasion including the Bribery Act 2010, the Economic Crime and Corporate Transparency Act 2023, the Criminal Finances Act 2017, the Proceeds of Crime Act 2002 and the Terrorism Act 2000.

15.2 The Supplier shall throughout the duration of the Contract:

- comply with the Relevant Requirements;
- not engage in any activity, practice or conduct which would constitute a Financial Crime or a breach of the Relevant Requirements;
- where the Supplier is outside of the United Kingdom, not engage in any activity, practice or conduct which would constitute a Financial Crime or a breach of the Relevant Requirements if such activity, practice or conduct had been carried out in the United Kingdom;
- have and maintain in place throughout the duration of the Contract its own policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- not do, or omit to do, any act that will cause or lead the Customer to be in breach of any of the Relevant Requirements;
- provided it is permitted to do so by law, promptly notify the Customer (in writing) if it becomes aware of any suspected or actual breach of this clause 15 or has reason to believe that it has received a request or demand:
  - for any undue financial or other advantage;
  - from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; or
  - to commit a fraud offence within the meaning of section 199(6) of the Economic Crime and Corporate Transparency Act 2023, in connection with the performance of the Contract;
- if requested, co-operate with and provide reasonable assistance to the Customer, at the Customer's reasonable cost, to enable the Customer to investigate, or respond to any requests from a relevant government department or agency to investigate, an alleged offence under the Relevant Requirements;
- promptly supply the Customer with any information the Customer reasonably requires in order for the Customer to meet its Financial Crime obligations and/or to assure the Customer that the Supplier and all the persons referred to in clause 15.2 are complying with this clause 15;
- upon written request, provide the Customer with a written statement, signed by an officer of the Supplier, certifying compliance with this clause 15 by the Supplier and all the persons referred to in clause 15.3. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

15.3 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Contract do 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 15 (**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 the Customer for any breach by such persons of any of the Relevant Terms.

15.4 Breach of this clause 15 (in whole or in part) by the Supplier shall

# SAGA PURCHASE ORDER TERMS AND CONDITIONS

entitle the Customer to terminate the Contract by written notice with immediate effect.

## 16. SANCTIONS

16.1 The Supplier warrants and represents that it shall, at all times, be in full compliance with all trade sanctions, foreign trade controls, export controls, non-proliferation, anti-money laundering, anti-terrorism and similar laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements (**Sanctions**) issued or enacted by the United Kingdom, the United Nations or any other governmental authority with jurisdiction over the Supplier (**Sanctions Authority**).

16.2 In particular, the Supplier warrants and represents that:

- (a) it is not listed on any list issued or maintained by a Sanctions Authority which designates or identifies persons that are subject to Sanctions (**Sanctions List**); and
- (b) it is not owned or controlled or acting for or on behalf of any individual or entity which is included on any Sanctions List.

16.3 The Supplier gives the warranties contained in clauses 16.1 and 16.2 in respect of its subcontractors used in the performance of this Contract and shall impose obligations equivalent to those it has accepted in this clause 16 on such subcontractors by way of a written agreement and procure that such subcontractors comply with those obligations.

16.4 If in the reasonable opinion of the Customer, the Supplier's warranties under clauses 16.1 and 16.2 (including in respect of any subcontractors pursuant to clause 16.3 are inaccurate, the Customer shall be entitled to terminate the Contract without liability and with immediate effect by giving written notice to the Supplier.

## 17. CONFIDENTIAL INFORMATION

17.1 Each party undertakes that it shall not at any time during the Contract and for a period of three years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of its Group, except as permitted by clause 17.2.

17.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers and to the employees, officers, representatives, subcontractors or advisers of members of its Group who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that the employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 17; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 18. TERMINATION

18.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (b) the Supplier commits a breach of clause 3.1(d) or any of clauses 12 to 17; or
- (c) (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

18.2 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:

- (a) 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 14 days after being notified in writing to do so;

- (b) 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
- (c) 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.

18.3 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, return all Customer Materials and all documents and materials (and any copies) containing the Customer's confidential information, and on request, certify in writing to the Customer that the Supplier has complied with the requirements of this clause 18.3. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

18.4 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.

18.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry (including the indemnities set out in this Contract) shall remain in full force and effect, including: clause 1 (Interpretation), clause 8 (Indemnity), clause 10 (Intellectual Property), clause 11 (Insurance), clause 12 (Compliance with Relevant Laws and Policies), clause 14 (Data Protection), clause 17 (Confidential Information), clause 18 (Termination), and clause 20.8 (Governing Law and Jurisdiction).

## 19. FORCE MAJEURE

Neither party shall be liable to the other for any delay in performing or failure to perform any of its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance 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 affected party shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent a party from carrying out its obligations under the Contract for a continuous period of more than 28 Business Days, the party not affected may terminate the Contract immediately by giving written notice to the affected party.

## 20. GENERAL

### 20.1 Assignment and subcontracting.

- (a) The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

### 20.2 Notices.

- (a) 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

# SAGA PURCHASE ORDER TERMS AND CONDITIONS

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.

- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 20.2(a); 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, at the time of transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 20.3 Severance.

If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall be deemed modified, or if such modification is not possible, deleted, to the minimum extent necessary to make it valid, legal and enforceable, and the validity and enforceability of the other provisions of the Contract shall not be affected.

## 20.4 Waiver.

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

## 20.5 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.

## 20.6 Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

## 20.7 Variation.

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.

## 20.8 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 the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

|                                                                |                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Personal Data and Special Category Data (if applicable)</b> | Goods and/or Services which may include: name, title, contact information (address, email, phone number etc), passport information, employment information, user account information. The Customer may transfer special category data to the Supplier solely where required for the provision of the Goods and/or Services to the Customer. |
| <b>Applied Restrictions or Safeguards</b>                      | Special category data must only be transferred where it is absolutely necessary in order for the Supplier to provide the Goods and/or Services under the Contract and where there are applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved.                                  |
| <b>Categories of Data Subjects</b>                             | Data Subjects may include Customer's (and, where applicable, its Group members') current, former and/or prospective employees, contractors and customers.                                                                                                                                                                                   |
| <b>Frequency of Transfer</b>                                   | On a continuous basis for the length of time that the Supplier provides the Goods and/or Services.                                                                                                                                                                                                                                          |

## ANNEX A – Processing Details Table

|                                           | Details of Processing of the Supplier                                                                                                                             |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject Matter</b>                     | The Supplier shall carry out the Processing of Personal Data in relation to the provision of the Goods and/or Services and in accordance with this Contract.      |
| <b>Duration</b>                           | Personal Data will be retained for the length of the Contract or in accordance with applicable Data Protection Laws.                                              |
| <b>Nature</b>                             | The Supplier will only Process Personal Data as necessary to provide the Goods and/or Services. This may include collecting, storage, use and disclosure of data. |
| <b>Purpose of Processing and Transfer</b> | For the Supplier to provide the Goods and/or Services under the Contract.                                                                                         |
| <b>Types of</b>                           | Personal Data required to enable the provision of                                                                                                                 |