

THE CROWN ESTATE PURCHASE ORDER TERMS & CONDITIONS

November 2024 edition

1. Introduction

(a) These terms and conditions apply to all orders we, The Crown Estate Commissioners, place with you, the person named in the order. We agree to buy the goods and/or services and/or On Site Works described in the order. "On Site Works" means any parts of your goods or services that involve attendance and/or physical works at any of our properties.

(b) You cannot change these terms and conditions unless we agree to the change in writing.

(c) Unless we notify you otherwise, these terms and conditions will replace and take priority over any other terms and conditions previously provided to you. However, any contract already in force between you and us relating to the subject matter of this purchase order ("an existing contract") will continue to apply unless you and we agree otherwise in writing. To the extent of any conflict between the terms of the existing contract and these terms and conditions, the terms of an existing contract will prevail.

Terms and conditions applying to orders for goods

2. Delivery

(a) You must deliver the goods in the quantities, by the times and to the place specified in the order or as otherwise agreed by us. We do not have to accept any incomplete delivery or any extra goods.

(b) You must make sure all goods are suitably packaged. We do not have to return any packaging materials, whether or not we accept the goods. However, if we ask you to, you must remove all the packaging from our premises as soon as possible.

(c) If, after the goods have been delivered, we find that any of the goods do not meet all the requirements of the order, we may reject the goods and return them to you. We can require you to replace or repair the goods free of charge and we may recover our costs and expenses from you.

(d) If an order includes any specification or standards for the goods, we can require you to give us a certificate confirming that the goods meet all those specifications or standards.

3. Risk and ownership

We will own, and be responsible for, the goods when they are delivered to us in line with the terms of the order, as long as we confirm the delivery in writing. This confirmation does not mean that we agree that the goods meet the requirements of the order.

4. Guarantee

(a) If, within 12 months of the date the goods were delivered, we tell you in writing about any fault or failure, you must replace or repair the goods, free of charge. You must do this as soon as possible following notification from us.

(b) We will return the faulty goods to you as soon as is reasonably possible unless you and we have agreed that you will carry out the necessary repair at our premises, or that you will collect the faulty goods yourself when you bring a replacement. You must pay for us to return the goods, and we will not be responsible for any loss or damage that arises while they are on their way to you.

5. Warranties

You guarantee that the goods you provide will:

- i. be of satisfactory quality;
- ii. meet any specifications and standards set out in the order;
- iii. be fit for the purpose we told you;
- iv. be free from all faults in design, material and workmanship; and
- v. match any samples you provided.

Terms and conditions applying to orders for services

6. Performing services

(a) You must provide the services at the times and at the places set out in the order or as otherwise agreed by you and us.

(b) You must make sure the services meet the specifications and standards set out in the order and are provided by appropriately qualified and trained staff. If no standards are shown in the order, the services must be provided to the standards which we might reasonably expect from a first-class provider of similar services.

7. Staff

(a) Any person providing the services under the order (the 'employees') or any person who provides services to us after you have stopped providing the services (a 'future provider'), will not be considered to be employed by us.

(b) You will indemnify (protect) us and any future provider from, and you will accept liability for, all demands, claims, actions, losses, expenses or other liabilities arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with you no longer providing the services.

Terms and conditions applying to orders including On Site Works

8. On Site Works

(a) You will ensure that all On Site Works are designed and constructed so as not to be hazardous to health or safety or the environment.

(b) You warrant that you have considered and are deemed to be aware of (and have allowed in the price) any restrictions and regulations regarding access, delivery, transportation, loading, unloading, hoisting, safety, security, working hours, etc., which may affect the On Site Works.

(c) All On Site Works must be carried out by you:

- i. using good quality, new (unless stated otherwise in the order) materials fit for the purpose we told you;
- ii. in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance;
- iii. in accordance with any plans, drawings and specifications appended to, included in or incorporated by reference in the order;
- iv. causing as little disturbance, inconvenience and noise as possible to the operation of the property, and only on days/at times agreed by us in writing;
- v. with properly trained employees/staff to perform the On Site Works;
- vi. in compliance with all requirements of the insurers of the relevant property notified to you from time to time;
- vii. in accordance with all requirements and recommendations of all relevant utility suppliers;
- viii. taking all proper steps to ensure the On Site Works do not make any of the following unsafe: the structure of all buildings comprising the property, any plant or machinery at the property and/or any neighbouring land or building;
- ix. in compliance with our project safety manuals and any other policies issued by us to you from time to time;
- x. within any timescales agreed with you in writing.

(d) You shall facilitate for us, our representatives and advisers to inspect the on-going On Site Works and to monitor your compliance the order.

(e) In respect of all materials and equipment provided or obtained by you as part of the On Site Works, you shall ensure we receive (1) unencumbered legal and beneficial title with full title guarantee to such materials and equipment when they are delivered to the relevant property; (2) the benefit of any manufacturer or supplier product guarantee or warranty; and (3) all manuals, safety guides and other materials provided with such materials or equipment, in each case on or before completion of the On Site Works.

(f) Notwithstanding any payment or our acceptance of the On Site Works you shall promptly on notice from us (at no cost to us) remedy any snagging items in the On Site Works, and the terms of the order shall apply to such further works.

(g) In the event of termination of the order (for whatever reason), unless agreed otherwise by us in writing, you shall (without cost to us) provide all reasonable assistance to ensure a smooth handover to any replacement provider of On Site Works.

(h) If we have agreed with you any payments of part or all of the price on completion of the On Site Works, when you consider you have completed all On Site Works you shall notify us and we shall assess the On Site Works (acting reasonably). On Site Works shall not be deemed completed until: (a) we notify you in writing that such On Site Works have been completed; and (b) all defects/snagging notified to you has been remedied in full. You may not invoice for any On Site Works until they are deemed complete in accordance with this paragraph.

Terms and conditions applying to all orders

9. Delays

You must tell us if there is likely to be a delay in you providing the goods, services or On Site Works. If you do not tell us about any likely delay we may cancel the order without having to pay you any costs and we may need compensation for any losses resulting from the delay.

10. Intellectual property

(a) We will own all intellectual property rights (for example, patents and copyrights arising from your ideas) which you (or someone acting for you) create to meet your obligations to us.

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(b) You grant us a licence (including the ability to grant sub-licences) to use all intellectual property rights which we do not own under clause 10(a) but which we need to use the goods or services or On Site Works. This licence is free, will apply anywhere in the world, does not have an end date, can be transferred, and allows us to grant the same rights under it to others using the goods, services or On Site Works. We understand that you can grant similar licences to others.

(c) You and anyone acting for you must do everything we reasonably ask you to do to transfer the intellectual property rights referred to in clause 10(a) to us and to give us the licences referred to in clause 10(b).

(d) You will indemnify us and not hold us liable for any damages (including costs) that may be due as a result of the goods, services or On Site Works breaking any other person's or organisation's intellectual property rights.

11. Price and payment

(a) The price, as set out in the order, is fixed. It does not include VAT but includes all other taxes, charges and expenses (including packaging, carriage and insurance).

(b) You will invoice us, at the invoice address shown on the order, at any time after the goods are delivered or the services are provided, or as otherwise agreed by you and us. For any payment to On Site Works which we have agreed to pay you at completion, refer to paragraph 8. All invoices must include an invoice number, our purchase order number and your VAT number. They must also set out the rate of VAT that applies, the cost before VAT and the amount of VAT due. Unless clause 11(c) below applies, we will pay your invoice within 30 days from the date of the invoice. Unless we agree otherwise we usually pay by BACS transfer to your bank account.

(c) We may reject the invoice or put off paying it, if it does not include the purchase order number shown on the order or is for more than the price shown in the order.

(d) You may charge interest on any amount we do not pay you by the due date. You will charge interest each day at the rate of 2% above Barclays Bank Plc's base rate.

12. Variations

(a) You must accept any reasonable variation we ask you to make to the goods or services we have ordered. You can make a fair and reasonable adjustment to the price to reflect the change.

(b) You and we will not be bound by any change to the order until it is confirmed by an official 'order amendment' issued by us.

13. Legal requirements and compliance

(a) In meeting your obligations under the order you and your agents, employees and sub-contractors must keep to, and the goods or services or On Site Works must meet and comply with, all relevant laws, standards, codes of practice, legal requirements, applicable licences, consents and permits or other regulations.

(b) You shall comply (and shall ensure that all of your staff shall comply) with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and modern slavery (including the Bribery Act 2010 and the Modern Slavery Act 2015).

14. Insurance

You must have insurance cover (including product liability and professional indemnity insurance) appropriate (in amount and risks covered) for suppliers of goods or services of the type you are providing under the order. You must have insurance cover (including public and products liability and professional indemnity insurance) appropriate (in amount and risks covered) for the supply of goods or services of the type you are providing under the order. If you are carrying out On Site Works or otherwise attending our properties, you must be maintaining a minimum of £10,000,000 Public and Products Liability. Should your work involve design or providing advice then Professional Indemnity will also be required for a minimum of £2,000,000 per claim.

15. Cancelling the order

(a) We may, at any time before you have provided the goods or services, cancel all or any part of an order by giving you written notice. If we do this we will not have to pay you any costs.

(b) Clauses 7, 9 and 16 will continue to apply after we have cancelled the order.

16. Data and Confidentiality

You will comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

You and anyone acting for you must not release any confidential information about us or our business which you receive in connection with the order unless:-

- i. you have our permission in writing;
- ii. you need to release the information to meet your obligations under the order; or
- iii. the law states that you must release the information.

17. Circumstances beyond our control

We will not be considered to have broken the conditions of the order if any delays or failures are caused by circumstances beyond our reasonable control. If you are affected by circumstances out of your control, you will tell us in writing if the circumstances will cause a delay or failure, and you must do everything possible to reduce the effects of those circumstances.

18. Termination

We may (without prejudice to its other rights and remedies and without prejudice to any terms expressly or impliedly intended to survive termination) terminate the order by written notice having immediate effect if you: (i) become subject to an insolvency (or similar) event; (ii) are in breach of the order and/or these terms and conditions and such breach is not remedied within 5 working days of a written notice; or (iii) you are in breach of any of clause 10, 13, 14, 15 or 16.

19. General

(a) Nothing in the order or these terms and conditions shall create a partnership between you and us, and nothing in the order will make His Majesty or any individual Crown Estate Commissioner liable in connection with the order.

(b) We must keep to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. You must, as soon as possible, co-operate with us and give us any information we ask you for so we can meet our responsibilities.

(c) You cannot transfer any of your rights, liabilities or obligations under the order, or sub-contract all or part of the order, without our permission in writing.

(d) All notices you or we send must be in writing and sent by first-class post to the other's address as set out in the order, or any other address we or you provided in writing. Any notices will be considered to have been delivered 48 hours after it was posted.

(e) The headings in these terms and conditions are there to help you and do not affect the meaning of these terms and conditions.

(f) For the purposes of Section 1(2) of the Contract (Rights of Third Parties) Act 1999, none of these terms can be enforced by anyone other than you or us.

(g) These terms and conditions and the order will be governed by English law, and any legal action in connection with the order must be taken in English courts.