

DŴR CYMRU CYFYNGEDIG TERMS AND CONDITIONS OF PURCHASE

GOODS AND SERVICES

The Supplier wishes to sell and the Company wishes to purchase the Goods and/or Services (as hereinafter defined) on the terms set out in these Conditions.

1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

Anti-Bribery Laws	Any and all Laws which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010.
Company	Dŵr Cymru Cyfyngedig (Welsh Water) (Registered Number 02366777) whose registered office is at Linea, Fortran Road, St Mellons, Cardiff, CF3 0LT
Conditions	The terms and conditions set out in this document (including the Schedules) and/or set out on or referred to in the Order and any relevant supply agreement made between the parties
Confidential Information	All information of a confidential or proprietary nature (including information imparted orally) relating to the business, products, services, finances, plans, processes or initiatives of the Company, including, without limitation, the terms and subject matter of the Contract and any associated pricing.
Contract	The contract for the sale and purchase of the Goods and/or the supply and purchase of the Services in accordance with the Conditions.
Data Protection Legislation	(i) the Data Protection Act 2018 ("DPA"), the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing Laws, as amended or updated from time to time, in the UK; (ii) any relevant codes of practice and guidance issued by any government, statutory or regulatory body; and (iii) any successor legislation to the GDPR or the DPA applicable from time to time.
Delivery Address	The address for the delivery of the Goods and/or performance of the Services as set out in the Order or, where no address is provided, such location as the Company may designate.
Force Majeure	In relation to either party, any circumstances beyond the control of that party (including, without limitation, war or threat of war, sabotage, civil disturbance, acts of any governmental or supra-national authority, currency restrictions) which prevents or delays the performance of the Contract.
Goods	The goods (if any, including any instalment of the goods or any parts for them) specified in the Order and which shall include any deliverable provided as part of the Services.
Input Material	Any material, data or other information provided to the Supplier by the Company relating to the Contract, the Goods and/or the Services.
Laws	Any and all applicable statutes, statutory instruments, bye-laws, case law, regulations, orders and directives having binding effect.
Modern Slavery Act	The Modern Slavery Act 2015 and/or any other Laws relating to the prohibition of modern slavery, exploitation or trafficking of people
Mandatory Policies	The Company's business policies, codes of practice, site rules and methods of working including those relating to Anti-Bribery and Corruption, Anti-Slavery, Drugs and Alcohol, Hospitality and Gifts and Whistleblowing, as amended from time to time by the Company
Order	The Company's purchase order set out overleaf or to which the Conditions are annexed or referenced or any order placed by the Company on-line using the Supplier's website.
Output Material	Any material, data or other information provided created or developed by the Supplier relating to the Goods and/or the Services.

Price	The charge for the Goods and/or Services and any other costs or expenses properly incurred by the Supplier on the Company's behalf.
Services	The services described in the Order to be performed on or behalf of the Supplier.
Supplier	The individual, partnership, LLP or company to whom an Order is placed
WEEE	the Waste Electrical and Electronic Equipment Regulations 2013 (as amended), together with any other Laws relating to the disposal of waste goods or equipment
VAT	Value added tax

1.2 A reference to a statute or a statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or a statutory provision includes any subordinate legislation made under that statute or statutory provision.

1.3 A reference to a Schedule shall be deemed to be a reference to a Schedule attached to these Conditions. The Schedules to these Conditions shall have full force and effect as if set out in the main body of these Conditions.

2. BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Company to purchase the Goods and/or acquire the Services subject to the Contract. The Contract shall apply to the exclusion of any other terms and conditions on which any quotation has been given to the Company or subject to which the Order is accepted or purported to be accepted by the Supplier (including without limitation, any terms contained within timesheets submitted to the Company for signature or which the Supplier otherwise seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing). All Orders will be binding on the Supplier.

2.2 No variations to the Order or the Contract shall be binding unless agreed in writing between authorised representatives of the Company and Supplier. The Supplier is not authorised to perform the Services and/or provide the Goods unless an Order has been given by the Company to the Supplier. Orders for the Goods and/or Services shall only be given by the Company to the Supplier in writing, unless otherwise agreed in advance by the Company.

3. PRICE OF THE GOODS AND/OR SERVICES

3.1 The Price of the Goods and/or Services shall be as stated in the Order and, unless otherwise stated, shall be exclusive of any applicable VAT (which shall be payable by the Company subject to receipt of a VAT compliant invoice). The Price shall be quoted in pounds sterling in the Order and the invoice shall also be submitted in pounds sterling (unless otherwise agreed in writing). No increase in the Price (or any other charge) may be made without the prior written consent of the Company. The Company shall be entitled to any discount for prompt payment bulk purchase or volume of purchase customarily granted by the Supplier.

3.2 The Price shall (unless otherwise agreed) include the costs of packaging, insurance and carriage of the Goods. The Supplier shall not be entitled to invoice the Company any expenses (including, without limitation, travel costs) unless expressly agreed to in writing by the Company before such expenses have been incurred.

4. TERMS OF PAYMENT

4.1 The Supplier shall be entitled to invoice the Company on or at any time after delivery of the Goods and/or performance of the Services. The Supplier shall ensure that the invoice is either addressed to Accounts Payable, PO Box 3106, Cardiff, CF30 0BH or sent in .pdf format to supplier.invoices@dwrcymru.com. Each invoice must contain the relevant Purchase Order number, invoice number and any supporting documentation that the Company may reasonably require. In addition, the Supplier shall display the Supplier's full name and registration details on each invoice and shall clearly detail the Goods and/or Services supplied under the same Order. Payment will not be made unless a valid Purchase Order number is quoted on the invoice. Where Goods are being supplied, the Supplier shall, in addition, provide details of any and all relevant import documents as may be requested by the Company.

4.2 The Company shall pay the Price of the Goods and/or Services in cleared funds by the 30th day following the invoice date ("the Payment Period") where there is no dispute over such invoice. In order to facilitate payment, the Supplier's invoice shall provide details of its bank account details along with wire transfer instructions. Where the Company notifies the Supplier of any errors in the invoice or otherwise disputes that the Price is due (whether in full or in part), the Payment Period shall

	be suspended until such time as the error is corrected by the provision of a correct invoice or any such dispute is resolved.	7.1	The Goods shall be delivered to, and/or the Services shall be performed, at the Delivery Address on the date or within the period stated in the Order or as otherwise agreed in writing, during the Company's usual business hours. The time of delivery of the Goods and/or the performance of the Services is of the essence of the Contract.
4.4	The Company shall be entitled to set off against the Price any sums owed to the Company by the Supplier.		
4.5	If either party fails to pay on the due date any undisputed amount which is payable to the other under the Contract then, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2 per cent per annum over National Westminster Bank's base rate from time to time. The parties agree that this paragraph 4 is a substantial remedy for late payment of any sum payable under the Contract in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.	7.2	The risk of damage to or loss of the Goods shall pass to the Company upon delivery to the Company in accordance with the Contract. The property in the Goods (including any deliverables provided as part of the Services) shall pass to the Company upon delivery unless payment or a progress payment has been made in advance in which case the property in the Goods (but not the risk of damage or loss) shall pass to the Company when such payment is made.
		7.3	The Supplier shall supply to the Company in good time any instructions or other information required to enable the Company to accept performance of the Services or delivery of the Goods. The Supplier shall identify any special handling requirements (including, but not limited to, hazardous materials) on the packaging. The Supplier shall notify the Company a minimum of 12 months prior to the Goods going obsolete or the Supplier ceasing to actively supply the Goods. Spares, where applicable, shall be made available for a period of 24 months from the date where the Goods become obsolete or where the Supplier ceases to actively supply the Goods, as the case may be.
5.	INSPECTION AND TESTING		
5.1	The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging and delivery of the Goods. The Supplier shall not unreasonably refuse any request by the Company to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide the Company with all facilities reasonably required for inspection and testing. If as a result of inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract, and the Company so informs the Supplier within 7 days of inspection or testing, the Supplier shall, without prejudice to any right or remedy of the Company, immediately take such steps as are necessary to ensure compliance. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall in no way reduce or otherwise affect the Supplier's obligations under the Contract.	7.4	
5.2	The Goods shall be marked in accordance with the Company's instructions and any Laws together with applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.	8.	WARRANTIES
5.3	The Supplier shall, upon the request of the Company, provide to the Company a complete list of subcontractors who are or may be directly or indirectly involved in the performance of the Contract.	8.1	The Supplier warrants to the Company that the Services will be performed by appropriately qualified and trained personnel, with reasonable due care and diligence, in accordance with Laws, and to such high standard of quality as it is reasonable for the Company to expect in all the circumstances.
5.4	The Supplier shall provide the Company with such progress reports as the Company may, from time to time, reasonably require.	8.2	The Supplier warrants to the Company that the Goods (including any deliverables provided as part of the Services) (if any) will for a period of not less than 24 months (a) be of satisfactory quality as defined in the Sale of Goods Act 1979 (as amended from time to time) and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed; (b) be free from defects in design, material and workmanship; (c) correspond with any relevant specification or sample; and (d) comply with all statutory requirements and regulations relating to the sale of the Goods. For the avoidance of doubt, this warranty does not in any way affect the Company's statutory rights. The Company shall be entitled to reject any quantity of the Goods and/or Services which are not in accordance with any agreed specification.
6.	COMPLIANCE WITH LAWS AND REGULATION, ENVIRONMENTAL INFORMATION REGULATIONS	8.3	The Supplier warrants that neither the performance of the Contract or any Goods provided under it will infringe the intellectual property rights or other rights of any third party anywhere in the world.
6.1	The Supplier shall comply with all applicable Laws concerning the performance of the Services and/or the manufacture, labelling, packaging, storage, handling and delivery of the Goods.	8.4	Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Contract, then the Company shall, without prejudice to any other right or remedy which it may have, be entitled: (a) to require the Supplier to supply replacement Goods and/or Services in accordance with the Contract; or (b) at the Company's sole option and whether or not the Company has previously required the Supplier to supply any replacement Goods and/or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
6.2	The Supplier shall ensure that, at all times, it has and maintains all the licences, permissions, authorisations, consents and permits it needs to carry out its obligations under the Contract.		
6.3	The Supplier acknowledges that the Company is subject to the requirements of the Environmental Information Regulations and shall assist and co-operate with the Company (at the Supplier's expense) to enable the Company to comply with the provisions of the same.	8.5	The Supplier shall indemnify the Company (and members of its group) against all liability, loss, damages, costs and expenses (including legal expenses) incurred by the Company (or any member of its group) as a result of or in connection with: (a) breach of any warranty given by the Supplier; (b) any claim that the Goods and/or the performance of the Services infringes the intellectual property rights of any person; (c) any act or omission of the Supplier or its employees, agents or subcontractors in the supply of the Goods and/or the performing the Services (which shall, for the avoidance of doubt, include any act, omission, negligence or wilful misconduct); (d) any liability under the Consumer Protection Act 1987 in respect of the Goods; (e) any breach of the Contract.
6.4	The Supplier shall and shall procure that its subcontractors shall:		
	6.4.1. transfer any request for information under the Environmental Information Regulations to the Company as soon as practicable (and in any event within three days);		
	6.4.2. provide the Company with a copy of all information in its possession or power in the form that the Company requires within seven days of the Company requesting that information; and		
	6.4.3. provide all necessary assistance as reasonably requested by the Company to enable the Company to respond to a request for information within the time for compliance set out in regulation 5 of the Environmental Information Regulations.		
6.5	The Company shall be responsible for determining at its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Environmental Information Regulations.	9.	INDEPENDENT CONTRACTOR
6.6	In no event shall the Supplier respond directly to any request for information unless expressly authorised to do so by the Company.	9.1	The parties confirm their intention that the employees of the Supplier shall at all times remain employed by the Supplier which shall provide the Services only as an independent contractor. The parties confirm their intention that at no time shall the performance of the Services by such employees be treated as independent of or separate from the normal performance of the Supplier's business.
6.7	The Supplier acknowledges that the Company may, be obliged under the Environmental Information Regulations to disclose information:	9.2	The Supplier together with all of its employees, agents and subcontractors are independent contractors. The Supplier acknowledges that it (or its subcontractors) is responsible for making appropriate PAYE and other deductions from the remuneration it pays to its employees and will account for the same to the appropriate authorities. The Supplier agrees to indemnify the Company on a continuing basis against any income tax (whether under PAYE or otherwise) or national insurance contributions relating to the Services as performed by the Supplier and its employees (including any related interest, penalties or costs) which may at any time be levied, demanded or assessed on the Company by the Inland Revenue or other statutory authority or any other liability for which the Company may otherwise be or become liable in relation to the Supplier and/or its employees and any loss suffered as a result of any sums paid to the Supplier in respect of VAT not being recoverable as allowable input tax for VAT purposes under the Value Added Tax Act 1994 (as amended from time to time) and regulations made there under.
	6.7.1. without consulting with the Supplier, or		
	6.7.2. following consultation with the Supplier and having taken its views into account,		
	provided always that where clause 6.7 applies the Company shall, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.		
6.8	The Supplier shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Company to inspect such records as requested from time to time.		
7.	DELIVERY / PERFORMANCE AND OBSOLESCENCE		

10. BUSINESS CONTINUITY, INFORMATION SECURITY AND INSURANCE

- 10.1 The Supplier warrants that it maintains adequate contingency or disaster recovery procedures so that it can continue to provide the Services or deliver the Goods with the minimum of delay in the event of disruption.
- 10.2 Notwithstanding any other provision of the Contract, the Supplier warrants that it will take all steps reasonably necessary in order to ensure appropriate standards of information security. In particular, the Supplier shall take all steps necessary in performing the Contract to comply with, and enable the Company to comply with, the Network and Information Systems Regulations 2018.
- 10.3 The Supplier shall maintain adequate insurance to satisfy its liabilities under the Contract and shall, upon request, provide the Company with evidence that such policies are being maintained.

11. SITE RULES AND POLICIES, ANTI-CORRUPTION AND ANTI-SLAVERY

- 11.1 The Supplier shall comply with all Mandatory Policies issued by the Company from time to time.
- 11.2 Without prejudice to the generality of clause 11.1 above, the Supplier shall procure that its personnel (including those of its agents, representatives and subcontractors) who are engaged in performing the Contract within the Company's sites (or those premises of the Company's customers or contractors) comply with the Mandatory Policies together with such rules, regulations and requirements (including those relating to security arrangements), together with any other procedures and/or policies notified to the Supplier by the Company, as notified to it from time to time for the conduct of personnel when at the site (or the premises of the Company's customers or contractors). The Supplier must at all times conform to the Company's security procedures and comply with all Laws (including, but not limited to environmental protection and health and safety legislation) in force from time to time.
- 11.3 The Supplier shall, and shall procure that its officers, employees, agents, sub-contractors and any other persons working for the Supplier in connection with the Contract shall: (a) comply with all applicable Anti-Bribery Laws; (b) not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act; (c) not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws; (d) not do or omit to do any act or thing which causes or may cause the Company to be in breach of and/or to commit an offence under any Anti-Bribery Laws; (e) not do or omit to do any act or thing which causes or may cause the Company to be guilty of an offence under section 7 Bribery Act (or would or may do so if the Company was unable to prove that it had in place adequate procedures designed to prevent persons associated with it from undertaking such conduct); and (f) provide the Company (at the Supplier's cost) with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws. The Supplier shall: (a) promptly report to the Company any request or demand for any financial or other advantage of any kind received in connection with the performance of the Contract by it or by its officers, employees, agents, sub-contractors or any other person who performs working for the Supplier in connection with the Contract. The Supplier shall immediately give written notice to the Company upon a breach, or suspected breach, of any of its obligations set out in this paragraph. The Company may terminate the Contract immediately by giving written notice to the Supplier if the Supplier is in breach of any of its obligations under this paragraph. If the Company terminates the Contract in such instance, the Supplier shall not be entitled to claim compensation or any further remuneration from the Company, regardless of any activities carried out or agreements with third parties entered into before termination. The Company shall be entitled, by giving written notice to that effect to the Supplier, to require the Supplier to remove from the performance of the Contract any of the Supplier's officers, employees, agents or sub-contractors in respect of whom the Supplier is in breach of any of its obligations under this paragraph.
- 11.4 The Supplier shall indemnify, keep indemnified and hold harmless the Company and on demand from and against all liabilities (including without limitation any tax liability), direct, indirect and consequential losses, damages, claims, proceedings and legal costs, judgments and costs (including without limitation costs of enforcement) and expenses which the Company incurs or suffers directly or indirectly in any way whatsoever as a result of any proceedings under section 7 Bribery Act being brought against the Company as a result of the conduct of the Supplier or any of its officers, employees, agents or sub-contractors, where such proceedings do not result in a conviction against the Company, including the costs of procuring the Goods and/or Services from a person other than the Supplier (including the costs of interim provision of the same, the costs of any re-tender and the amount by which any new provider's charges exceed the charges payable to the Supplier under this Agreement).
- 11.5 The Supplier will not, and will procure that any other persons who perform services or supply goods for or on behalf of it in connection with the Contract will not engage in any practice or omit to do any act or thing that amounts or may amount to modern slavery as defined under the Modern Slavery Act ("Modern Slavery Practice"). The Supplier will: (a) comply with any anti-slavery policy and/or code of conduct adopted by the Company from time to time; (b) conduct proper and detailed checks on its own suppliers and contractors and all persons employed or engaged on or

in connection with the Services to ensure that they do not engage in any Modern Slavery Practice; (c) provide the Company (at the Supplier's cost) with assistance and information to enable the Company to prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act; (d) permit the Company and any person nominated by it for this purpose to have such access on demand to the Supplier's premises, personnel, systems, books and records as the Company may require to verify the Supplier's compliance with this clause 11.5. The Supplier will immediately give written notice to the Company upon a breach, or suspected breach, of any of its obligations referred to in this clause 11.5 occurring. The notice will set out full details of the breach or suspected breach or non-compliance. The Company may terminate the Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of any of its obligations under this clause 11.5 or has reasonable cause to believe such a breach has occurred. The Supplier will indemnify the Company against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that the Company does or will incur or suffer arising out of or in connection with any breach by the Supplier of any of its obligations under this clause 11.5. The Supplier will include in any sub-contractor or supplier agreement which it enters into in connection with the Contract a clause equivalent to this clause 11.5.

12. INPUT MATERIAL, OUTPUT MATERIAL AND CONFIDENTIALITY.

- 12.1 The property and any copyright, design rights or other intellectual property rights in: (a) any Input Material shall (subject to any such rights of any third party) belong (or continue to belong) to the Company; (b) any Output Material shall belong to the Company and the Supplier shall assign with full title guarantee to the Company any such property or other rights which it may have for no further consideration upon the completion of the performance of the Services. The Supplier agrees to do all such acts and execute all such documents as the Company may require to vest the title in the Output Material in the Company.
- 12.2 Any Input Material or other information provided by the Company or concerning the Company's affairs (including, without limitation, any Confidential Information of the Company) shall be kept confidential by the Supplier and its employees, subcontractors and agents, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Company.
- 12.3 The Supplier shall keep all Confidential Information disclosed to it in strict confidence. The Supplier shall only disclose the Confidential Information to those of its employees, agents and subcontractors with a need to know it for the purposes of performing the Contract and shall ensure that such employees, agents and subcontractors comply with the obligations of confidentiality set out in this clause 12 as if they were parties to the Contract. The Supplier shall be entitled to disclose the Confidential Information if and to the extent required to disclose pursuant to any Law.
- 12.4 Neither party shall use the other's name, trademarks, service marks or logos for any promotional or publicity purposes without the express written consent of the other.

13. WEEE REGULATIONS

- 13.1 The Supplier undertakes to perform the role of "distributor" (within the meaning of WEEE) in accordance with WEEE in connection with the provision of the Goods as such, the Supplier shall, amongst other things, ensure that it takes back the Goods for disposal. All goods must be appropriately marked and conform with WEEE and all other relevant environmental legislation as at the date of supply. The Supplier further agrees to indemnify the Company in respect of the breach of this paragraph or any claim made by any person under WEEE.

14. TERMINATION

- 14.1 The Company shall be entitled to cancel the Order in respect of all or part only of the Goods and/or Services for any reason by giving notice to the Supplier at any time prior to the delivery of the Goods and/or performance of the Services with no liability to the Supplier.
- 14.2 The Company shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if the Supplier, being a company, a limited liability partnership or partnership has (i) a winding-up order made against it, (ii) a petition presented for its winding-up, (iii) a liquidator, receiver, administrative receiver, manager or administrator appointed to it or its assets, (iv) proposed or passed a resolution for winding-up, (v) proposed or made any composition or arrangement with its creditors generally, (vi) is unable to pay its debts, (vii) ceases or threatens to cease to carry on trading; (viii) has anything similar or analogous happen in relation to it or (ix) the Company reasonably apprehends that any of the events mentioned in this clause is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 14.3 The Company may terminate the Contract with immediate effect by giving to the other written notice if the Supplier commits any material and/or persistent breach of the Contract and fails to remedy the same within 14 days of service of notice by the Company specifying the breach and requiring it to be remedied.
- 14.4 On termination of the Contract, the Supplier is obliged, within a reasonable time period, to return to the Company the Input Materials. For the avoidance of any doubt, on termination of the Contract, for whatever reason, the Supplier, subject to

	any other relevant clauses in the Contract, will only be entitled to the payment of fees relating to the Goods and/or Services provided up to the date of termination or expiry.		notified to it in advance by the Customer with respect to the processing of the Personal Data;
14.5	The termination of the Contract, howsoever arising, shall not affect the rights and remedies that have accrued as at or upon termination.	16.4.5	assist the Company in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
14.6	Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.	16.4.6	notify the Company without undue delay on becoming aware of a Personal Data breach or a "near miss" in respect of a Personal Data breach and provide all such details as the Company may reasonably request;
15.	FORCE MAJEURE	16.4.7	at the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of this Contract or upon the request of the Company unless required by Law to store the Personal Data; and
	If either party is affected by force majeure it shall promptly notify the other party of the nature and extent of the circumstance in question. Subject to paragraph 10, but otherwise notwithstanding any other provision of this agreement, neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this agreement, to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If either party claims force majeure and is accordingly relieved under this paragraph from performing any of its obligations under this agreement for a continuous period in excess of 1 month, then the other party may, notwithstanding any other provision of this agreement, terminate this agreement by giving to the party which has claimed force majeure not less than 7 days' written notice.	16.4.8	maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the Company or the Company's designated auditor.
16.	RECORDS, DATA PROTECTION AND AUDIT	16.5	The Supplier shall not appoint any third party processor of Personal Data under this Contract without the prior written consent of the Company. If the Company does provide its consent, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 16
16.1	Both parties will comply with all applicable requirements of the Data Protection Legislation and shall not do anything to cause a breach of the Data Protection Legislation by the other party. The obligations set out in this clause 16 are in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.	16.2	From the date of acceptance of the Order the Supplier shall maintain and preserve any and all documentation pertaining to the Order and the supply of the Goods and/or Services under the Contract and shall continue to hold such documentation for a period of six (6) years following termination or expiry of the Contract.
16.2	The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the Data Controller and the Supplier is the Data Processor. Schedule 2 of these Conditions sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject. For the purposes of this clause 16, the terms "Data Controller", "Data Processor", "Personal Data" and "Data Subject" shall have the same meaning as defined in the Data Protection Legislation.	16.7	The Supplier shall permit, on reasonable written notice, the Company (or any appointed representative) to inspect any documentation relating to the Goods and/or Services to monitor and verify the accuracy of the Prices in the Order and the Supplier's compliance with the Contract.
16.3	The Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.	16.8	Wherever the Supplier is required to provide any notification or information to the Company pursuant to this clause 16, it shall, in addition to any other provision dealing with notices under the Contract, provide such notice or information by email to DataProtectionOfficer@dwrcymru.com or such other or additional email address as the Company may, from time to time, notify.
16.4	Without prejudice to the generality of the obligations set out in this clause 16, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:	17.	NOTICES, INVALIDITY AND WAIVER
16.4.1	process that Personal Data only on the written instructions of the Company;	17.1	Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
16.4.2	ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures shall include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);	17.2	No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provisions in question shall not be affected thereby.
16.4.3	ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential, access the Personal Data solely for the purposes of performing the Contract and, in all respects, comply with the terms of this clause 16; and	18.	GENERAL
16.4.4	not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:	18.1	In the event that any special conditions are agreed between the parties, then, in the event of any conflict between the terms of this standard contract and any special conditions, the terms of the special conditions shall prevail.
	i) Supplier has provided appropriate safeguards in relation to the transfer;	18.2	The Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.
	ii) the Data Subject has enforceable rights and effective legal remedies;	18.3	A member of the Company's group may enforce the Contract subject to and in accordance with the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999. However, such third party's consent is not required to vary the Contract. Except as provided in this paragraph, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that act.
	iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection in respect of any Personal Data that is transferred; and	18.4	The Supplier agrees with the Company not to solicit any of the Company's employees without prior consent of the Company and not to employ an employee from the Company without discussion between the respective personnel managers and prior consent of the Company.
	iv) the Supplier complies with reasonable instructions	18.5	The Order is personal to the Supplier and the Supplier shall not assign or transfer or sub-contract to any other person any of its rights or obligations under the Contract unless the Company provides its express written consent (such consent not to be unreasonably withheld). The formation, construction, performance, validity and all aspects whatsoever of the Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and Wales as applied in Wales and the parties hereby agree to submit to the exclusive jurisdiction of the English and Welsh Courts.

Schedule

Part 1 (List of Personal Data)

The following categories of Personal Data may be processed by the Supplier:

- Names of Company employees;
- Business email addresses of Company employees;
- Telephone numbers of Company Employees.

- any other information not listed above but which constitutes Personal Data.

Part 2 (List of Processing actions)

The following Processing may be carried out by the Supplier in relation to Personal Data contained within the Agreement Data:

As may be required for the performance of the Contract together with any other actions which constitutes Processing.

INFORMATION SECURITY

- 1.1. The Supplier shall maintain in place security policies and practices in respect of the Company Data no less stringent than those agreed from time to time between the Parties via Risk Ledger (the "Reference Practices" (ie. the controls agreed to by the Supplier and accepted by the Company within the Risk Ledger system)).
- 1.2. If the Company ceases use of Risk Ledger during the Term, the Reference Practices from that point shall be those in place at the time of such cessation, as updated by mutual agreement between the Parties from time to time.
- 1.3. Where the Supplier is not using the Risk Ledger system to manage the information security relationship the Supplier shall comply with the following security measures during the term of this Agreement as a minimum:
 - 1.3.1. The Supplier must operate their Security environment in accordance with agreed Security best practice (the following standards are examples: NIST CSF / CIS Critical security Controls / ISO27001).
 - 1.3.2. The Supplier must have an appointed person responsible for information security, such as a CISO.
 - 1.3.3. The Supplier must have a documented Cybersecurity Policy or Information Security Policy.
 - 1.3.4. The Supplier must have a documented Acceptable Use Policy that outlines the rules for the acceptable use of company IT assets and information.
 - 1.3.5. The Supplier must have a Password Policy that is technically enforced throughout its IT estate.
 - 1.3.6. The Supplier's information security policies must be accessible to all employees.
 - 1.3.7. The Supplier's employment contracts must include a requirement to comply with all information security responsibilities in line with organisational policies and procedures.
 - 1.3.8. The Supplier's resources working on Services delivered under this Agreement must receive an information security training programme.
 - 1.3.9. A formal disciplinary process must exist where individuals have intentionally breached the Supplier information security policy.
 - 1.3.10. The Supplier must take regular backups of its digital production data.
 - 1.3.11. The Supplier's systems must automatically lock after a short period of inactivity (requiring re-authentication).
 - 1.3.12. User systems must be automatically locked after a maximum of 10 minutes of inactivity

- 1.3.13. The Supplier must use anti-malware controls, such as an Endpoint Detection and Response (EDR) solution, to protect all of its endpoints and internal IT infrastructure.
- 1.3.14. The Supplier must ensure that all IT systems used are regularly patched with security patches in line with vendor recommendations, including user end point devices, network devices, and servers.
- 1.3.15. The Supplier must not run any applications or systems that are no longer supported and no longer receive security updates.
- 1.3.16. The Supplier must enforce a secure physical perimeter around all of its physical locations (e.g. offices, data centres).
- 1.3.17. The Supplier must have a documented Incident Response Plan.
- 1.3.18. The Supplier's Incident Response Plan must include plans for alternative communication methods should company email be unavailable.
- 1.3.19. The Supplier must have a process for employees, contractors, and suppliers to report suspected or known information security breaches and weaknesses.
- 1.3.20. The Supplier must have a process for reporting information security breaches that affect the Company's customers to them in a timely manner.
- 1.3.21. The Supplier must have formal agreements in place to control third party use of data that include Data Protection requirements set out in the Agreement.