

**Order Number: 4202986043**

**Order date: 15.12.2021**

**Changed Date:**

**For order queries please contact:**

01772677024

opc.ordering.query@boots.co.uk

**Vendor:**

704145 MEDIACOM HOLDINGS LIMITED

124 THEOBALDS ROAD

LONDON WC1X 8RX

## PURCHASE ORDER - Original



**Invoices must be sent to:**

EMAIL:opc.invoices@boots.co.uk or Fax 0207 1171573

All invoices must quote our purchase order number.

**Address:**

Boots UK Ltd

Operational Purchasing

D90,ES10,Nottingham

NG90 1BS

**For invoice queries contact:**

01772 677024

opc.invoicing.query@boots.co.uk

**Delivery Address:**

Boots UK Ltd - D90 Head Office C Andrews

1 Thane Road Nottingham

NG90 1BS NT

GB

THIS ORDER IS PLACED SUBJECT TO THE CONDITIONS OF PURCHASE SET OUT OVERLEAF AND SUBJECT TO ANY CONTRACT OR OTHER CONDITIONS REFERRED TO BELOW

ITEM	ARTICLE NUMBER	DESCRIPTION	DELIVERY DATE	QTY	UOM	UNIT PRICE	AMOUNT	CUR
10001		FY22 JAN BBE SKINCARE X STYLIST PARTNERS FY22 JAN BBE Skincare x Stylist Partners, B97, 12/01/2022-08/03/2022, Catherine Andrews, D/B9733/3  B97, 12/01/2022-08/03/2022, Catherine Andrews, D/B9733/3	13.12.2021	1	AU	29,521.32	29,521.32	GBP
<b>PAYMENT TERMS:</b>		<b>102 Days Due from Invoice Date</b>	<b>TOTAL:</b>				29,521.32	GBP

Boots UK Ltd, Nottingham, NG2 3AA

Registered London 928555 VAT Reg. No.GB116300129

# Terms & Conditions

## 1. Definitions:

In these Terms & Conditions("Conditions"): "Adequate Procedures" means adequate procedures, as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010. "Affiliate" means any person, company, partnership or other entity which directly or indirectly controls or is controlled by the Customer ("control" for this purpose means direct or indirect possession of the power to direct or cause the direction of the management or policies of the entity in question whether pursuant to the ownership of voting securities, by contract or otherwise) and any company of which it is a member and any partnership of which it is a partner. "Anti- Corruption Legislation" means all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010. "Applicable Laws" means all applicable laws, legislation, European regulations, statutes, statutory instruments, regulations, edicts, bye-laws, codes or directions or guidance from government or governmental agencies which have the force of law whether local, national, international or otherwise existing from time to time and including any laws or regulations which affect the provision or receipt of the Goods and/or the Services. "Associated Person" means a person (including an employee, agent, contractor or subsidiary) who performs services for or on that company's behalf. "CDM Regulations" means The Construction (Design and Management) Regulations 2015. "Contract" means the contract between the Customer and the Supplier for the supply of Goods and/or Services pursuant to a PO which shall comprise these Conditions, the contents of such PO and any document to which such PO may refer. "Customer" means the company or entity who issues a PO (as identified on the PO) to the Supplier, together with other members of the Customer Group (e.g. an obligation to supply Goods and/or Services to the Customer is to be construed as an obligation to supply Goods and/or Services to the Customer and other members of the Customer Group) who shall be entitled to benefit and enforce these Conditions and/or claim for costs/losses suffered by the Customer or any member of the Customer Group. "Customer Group" means the Customer and its Affiliates from time to time. "Customer Materials" means any materials, equipment, tooling, drawings, specifications and data supplied by the Customer to the Supplier. "Data Protection Legislation" means Applicable Laws relating to the processing of Personal Data, including the General Data Protection Regulation ("GDPR") (EU) 2016/679 ("GDPR"). "Deliverables" means any products of the Services. "Goods" means the goods, products and/or materials described in a PO, and any document to which such PO may refer. "IPR" means any and all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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. "Personal Data" shall have the meaning set out in Data Protection Legislation. "PO" stands for 'purchase order' and means an order for Goods and/or Services placed by the Customer by 'Electronic Data Interchange', email or any other method. "Services" means the services (including any Deliverables) to be provided by the Supplier as set out in the relevant PO and any other documents to which such PO may refer. "Supplier" means the company, organisation or individual to which a PO is addressed or from whom Goods and/or Services are purchased.

## 2. Supply of Goods and/or Services

**2.1** The Supplier will supply the Goods and/or Services at or to such place(s) and at or within such time(s) as the Customer may specify. With respect to Services, the Supplier will supply the Services for the duration detailed in the PO or as the Customer may require. When a delivery date is stipulated on a PO or notified to the Supplier, time of delivery will be of the essence of the Contract. **2.2** Property and risk in all Goods and Deliverables supplied pursuant to a PO will pass to the Customer upon delivery to the Customer, which in respect of Goods shall be when the Goods in question are unloaded at the delivery address specified by, or delivered to a carrier or other person acting on behalf of, or nominated by, the Customer. **2.3** The Supplier will provide the Customer with at least twelve (12) months' written notice of any proposed discontinuation of the manufacture and/or supply of Goods and/or Services. **2.4** The Supplier will maintain accurate records (as a minimum, detailed electronic records) of all amounts billable (with line detail) to, and payments made by, the Customer in accordance with generally accepted accounting principles. The Customer shall have access to such records, upon written request, at reasonable times during the Supplier's normal business hours for the purposes of verifying the accuracy of the Customer's billings or such other reasonable purpose. **2.5** The charges set out in any PO shall be inclusive of all costs and expenses incurred by the Supplier in the supply of Goods and/or Services unless otherwise agreed in writing by the Customer. **2.6** The Supplier agrees to observe all rules and regulations which apply to the use of the Customer's premises when its employees, agents or representatives are in or on them. **2.7** The Customer will have no liability whatsoever in respect of any Goods sent or Services supplied otherwise than in response to a PO. **2.8** Where the CDM Regulations apply to the Contract, the Supplier warrants that it is fully aware of the provisions of the CDM Regulations and that it shall at no cost to the Customer: (i) perform its functions, duties and obligations under the CDM Regulations; and (ii) at all times in respect of matters associated with the Goods and/or Services use all reasonable endeavours to see that the Customer does not breach its duties and obligations under the CDM Regulations. **2.9** Where the CDM Regulations apply and there is more than one Contractor (including the Supplier), or if it is reasonably foreseeable that more than one Contractor (including the Supplier) will be working on a Project at any time, the Supplier shall (unless instructed otherwise by the Customer or any person authorised on behalf of the Customer in respect of matters concerning the CDM Regulations or health and safety from time to time) at no cost to the Customer perform the roles of Principal Designer and Principal Contractor for the Project. For the purposes of this clause 2.9, the terms "Contractor", "Principal Contractor", "Principal Designer" and "Project" shall have the meanings ascribed to them in the CDM Regulations.

## 3. Quality of Goods and Services

**3.1** By supplying the Goods, in addition and without prejudice to all other conditions or warranties (express or implied), the Supplier expressly warrants that the Goods (including any labels, cartons, packaging and literature) will: **3.1.1** conform to the descriptions and quantities of Goods ordered; **3.1.2** conform to all relevant specifications (including product, packaging, service, general requirements and supply specifications) samples and other descriptions issued or adopted by the Customer; **3.1.3** comply with Applicable Laws and Customer policies; **3.1.4** be and remain of satisfactory quality and fit and sufficient for the purpose intended and of good material and workmanship; and **3.1.5** be and remain free from defects and all other faults. **3.2** Where the Customer agrees to, or specifies, a specification for the Goods, or to any variation of the Goods or the specification or design of the Goods, this will not derogate from the warranties in this clause **3.3**. Where the Goods are covered by statutory or safety regulations in any country, the Supplier will provide the Customer free of charge, with all certification or other information required by those regulations or deemed necessary by the Customer to verify compliance. **3.4** The Supplier agrees to provide, free of charge, any information that the Customer or its nominated third party may reasonably request in order to comply with Applicable Laws. **3.5** In relation to the provision of Services, without prejudice to all other conditions or warranties (express or implied), the Supplier will (and expressly warrants that it will): **3.5.1** perform the Services with all due care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; **3.5.2** ensure that the Services (including any Deliverables) conform with all descriptions and specifications set out in the PO or issued by the Customer, and that any Deliverables will be fit for any purpose expressly or impliedly made known to the Supplier by the Customer, and free from: (i) defects in workmanship, installation and design; and (ii) viruses and other malicious code; and **3.5.3** comply with all Applicable Laws and Customer policies.

## 4. Remedies

**4.1** The Supplier will indemnify the Customer against any and all costs, losses or damage arising directly or indirectly from Goods and/or Services supplied by the Supplier or from failure by the Supplier to comply with the terms of the Contract. **4.2** The Supplier will indemnify the Customer against all costs, losses or damage arising directly or indirectly from any legal liability: **4.2.1** in respect of any actual or alleged infringement of any IPR arising out of, or in connection with, the manufacture, supply or use of the Goods or Deliverables, or receipt, use or supply of the Services; and **4.2.2** to any customers of the Customer by or in respect of any of the Goods and/or Services supplied by the Supplier except insofar as such liability results from fault on the part of the Customer or its employees. **4.3** Without prejudice to any of the Customer's other rights hereunder or implied by statute or common law, if Goods and/or Services are supplied in breach of the terms of any Contract then the Customer will be entitled, at its option, to: **4.3.1** in the case of Goods or Services supplied, return such Goods to the Supplier at the Supplier's expense and the Supplier will give a full refund of or credit for the price of those Goods; **4.3.2** require the Supplier to replace or re-perform, correct or otherwise supply the Customer with all possible speed with Goods and/or Services which do comply with the terms of the Contract; **4.3.3** refuse to accept any subsequent performance of the Services and/or supply of Goods which the Supplier attempts to make; or **4.3.4** accept the Goods and/or Services subject to a reasonable reduction in price and/or set-off against any monies owed by the Customer to the Supplier. **4.4** These Conditions extend to any remedial, repaired or replacement Goods and/or Services supplied by the Supplier.

## 5. Payment

**5.1** The settlement of invoices is subject to all details on the invoice being consistent with the PO and such invoice complying with these Conditions and any best invoicing practice guidelines issued by the Customer from time to time (if applicable), and will take place in accordance with the settlement terms identified on the PO. **5.2** The Supplier will be entitled to charge interest on overdue payments from the Customer at the rate of 2% per annum above the base rate of The Royal Bank of Scotland PLC from time to time, from the date that payment is due until such time as payment in full is received by the Supplier. **5.3** The Customer will be entitled to make appropriate deductions or retentions from any remittance due to the Supplier in relation to claims for credit or payment due for returned Goods, short deliveries, overcharges, failure to achieve performance targets or other matters for which the Supplier is liable. **5.4**. In order for invoices to be paid on time they must be sent to the Customer by the Supplier in respect of Goods on the same day as the Goods are received by the Customer and, in respect of Services, the dates agreed between the parties. **5.5** The Customer's standard settlement terms are 2.5% 105 days end of month. This means payment will be made on or before the 105th day (or following business day should this fall on a weekend or public holiday) after the end of the month of invoice, with a deduction of 2.5% of the invoice value. Where the supply of Goods and/or Services is subject to UK VAT legislation, VAT will be claimed by the Customer on the discounted amount paid only. The Supplier must comply with all applicable VAT legislation when submitting invoices and dealing with its own output VAT.

## 6. Insurance

The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance and employers' liability insurance for a minimum of £5,000,000 per claim, together with such other insurances the Supplier deems appropriate to cover liabilities that may arise under or in connection with the Contract. The Supplier shall provide evidence of such insurance to the Customer upon the Customer's reasonable request.

## 7. IPR

**7.1** All Customer Materials, together with all IPR therein shall remain the exclusive property of the Customer or its licensors. **7.2** Any Customer Materials supplied by the Customer to the Supplier are on loan. The Supplier agrees to keep such Customer Materials in good repair, use them solely for the Customer's benefit and at its direction, and return them to the Customer upon request. **7.3** Any IPR made, conceived or developed by the Supplier independently of the Services without incorporating or using the Customer Materials, shall remain the property of the Supplier. **7.4** In respect of the Goods and Deliverables, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer. **7.5** The Supplier hereby assigns to the Customer, with full title guarantee and free from all third party rights, all IPR in the Deliverables. **7.6** The Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction. **7.7** The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to IPR assigned to the Customer in accordance with clause 7.5. **7.8** The Supplier will destroy any Goods and/or Deliverables bearing the Customer name or trademarks which are not delivered or are rejected or returned, or if requested by the Customer.

## 8. Anti-Corruption

**8.1** The Supplier acknowledges that the Customer is committed to eliminating all risk of bribery and corruption in its supply chain. **8.2** The Supplier acknowledges and agrees that the Customer shall not be under any obligation to carry out any action or make any omission under these Conditions to the extent that the Customer reasonably believes it would be in breach of any Anti-Corruption Legislation. **8.3** The Supplier acknowledges and agrees that neither it nor any third party has breached any Anti-Corruption Legislation in order for the Supplier to enter into these Conditions. **8.4** The Supplier warrants and undertakes that: **8.4.1** it will not engage in any activity, practice or conduct which (i) would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010 (ii) could implicate the Customer in an offence under the Bribery Act 2010 or (iii) is otherwise contrary to any Anti-Corruption Legislation; **8.4.2** it has, and will maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010; **8.4.3** it, and each of its employees, directors, officers, subcontractors, agents and representatives that will do anything on its behalf in relation to (a) its selection as Supplier or (b) the performance of its obligations under these Conditions, has not taken, and will not take, in the name of, for the account of or on behalf of the Customer, any actions in furtherance of (and it has not omitted to and will not omit to take any action preventing): (i) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity or (ii) the request for, agreement to or acceptance of any payment, gift, money or anything else of value, in each case, which constitutes a breach of any Anti-Corruption Legislation; **8.4.4** it will keep accurate and detailed books, accounts, and records on all business activity conducted pursuant to these Conditions; and **8.4.5** from time to time, at the reasonable request of the Customer, it will confirm in writing that it has complied with its undertakings under clauses 8.4.1 to 8.4.4 above and will provide access to such people and/or information reasonably requested by the Customer in support of such compliance. **8.5** Breach of any of the undertakings in this clause 8 shall be deemed to be a material breach of these Conditions.

## 9. Confidentiality and Personal Data

**9.1** The Supplier agrees to: **9.1.1** keep information it receives from the Customer in anticipation of, or pursuant to, the Contract confidential; **9.1.2** only use such information for the purpose(s) for which it was provided; **9.1.3** take steps to protect it as though it was its own confidential information, and will only disclose it to its employees on a 'need to know' basis; and **9.1.4** ensure that its employees who have access to the information are bound by similar obligations of confidentiality. Disclosure of such information to third parties without the Customer's prior written consent is not permitted. **9.2** In the course of supplying Goods and/or Services to the Customer, the Supplier shall: **9.2.1** comply with Data Protection Legislation and process Personal Data strictly in accordance with the Customer's instructions (and not for any other purpose); **9.2.2** ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data (a 'Personal Data Breach'); **9.2.3** comply with the current versions of the Payment Card Industry Standards; **9.2.4** not knowingly or negligently do or omit to do anything which places the Customer in breach of its obligations under Data Protection Legislation (and tell the Customer immediately if the Supplier is asked to do something that infringes Data Protection Legislation); **9.2.5** notify the Customer immediately if it knows or suspects Personal Data has been accessed or used without authorisation or used other than in accordance with the Contract, the Customer's instructions or approved processes (and work with the Customer and do all things necessary to rectify in a timely manner all such issues); **9.2.6** not store or process any Personal Data outside of the European Economic Area without the Customer's prior written consent; **9.2.7** not permit subcontractors to process the Personal Data except in accordance with clause 12.2, and ensure that all subcontractors are bound by terms equivalent to this clause 9; **9.2.8** return Personal Data or (at Customer's option) securely destroy the same upon termination or expiry of the Contract. **9.2.9** ensure the Supplier's employees have had sufficient and adequate training pertinent to the care and handling of Personal Data and are subject to a duty of confidence; **9.2.10** submit to audits and inspections and provide the Customer with the information it needs to ensure both parties are complying with Article 28 of GDPR; **9.2.11** assist the Customer in providing subject access and allowing data subjects to exercise their rights under GDPR; **9.2.12** assist the Customer in meeting its obligations under GDPR in relation to the security of processing, notification of Personal Data Breaches, and data protection impact assessments; and **9.2.13** provide details to the Customer of the types of Personal Data processed, categories of data subject and of the nature and purpose, subject matter and duration of such processing.

## 10. Audit

The Customer, acting by itself or through its third party appointee, shall have the right during the term of the Contract and thereafter to assess compliance by the Supplier (and/or its approved sub-contractors) with the Supplier's obligations under the Contract ("Compliance Audit") including for, the following purposes: (i) health & safety; (ii) Anti-Corruption Legislation compliance; (iii) ethics; and (iv) compliance with the Customer's policies. The Supplier will permit access by the authorised representatives of the Customer at any reasonable time to inspect the Supplier's premises for the purpose of such Compliance Audits.

## 11. Termination

**11.1** The Customer may terminate a Contract by written notice at any time. **11.2** The Customer will not incur any liability for termination where the Supplier fails to comply with one or more of these Conditions. In all other cases, the Supplier will take all reasonable steps to minimise any loss it incurs as a result of such termination, and the maximum amount the Supplier will be liable to claim from the Customer will be the actual cost of production of the Goods or, in the case of Services, the cost of performance of such Services incurred up to the date on which the Supplier receives notification of termination. The Customer will not be liable for any loss of profit or revenue or consequential loss or damage. **11.3** 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 of the Contract shall remain in full force and effect including clauses 3 to 10 (inclusive).

## 12. General

**12.1 Interpretation:** A reference to a statute or statutory provision in these Conditions includes a reference to that statute or statutory provision as from time to time amended, consolidated, extended, re-enacted, or replaced and to all statutory instruments, orders, regulations or rules for the time being in force made pursuant to it. The words "include/including" shall not limit the generality of any preceding words. **12.2 Assignment:** The Supplier may not transfer or subcontract any of its rights or obligations under the Contract to a third party without the Customer's prior written consent. **12.3 Publicity etc.:** The Supplier will not (without the Customer's prior written consent): (i) advertise or disclose to any third party that it is providing Goods and/or Services to the Customer; or (ii) use the names, brands, logos or other trademarks of the Customer or the Customer's Affiliates. **12.4 Entire Agreement:** These Conditions apply to the Contract to the exclusion of any different terms or conditions printed on or referred to on any documents issued by the Supplier. Any such different terms and conditions will not apply to the Contract and will not be deemed to constitute a counter offer. Any supply of Goods and/or Services will be deemed to be subject to these Conditions. These Conditions and the Contract may only be varied with the Customer's express prior written agreement. **12.5 Waiver:** Any failure by the Customer to enforce these Conditions or require strict performance by the Supplier shall not constitute a waiver thereof by the Customer and the Customer may at any time avail itself of the remedies open for any breach of the Contract. **12.6 Governing law and Jurisdiction:** English law governs all contracts to which these Conditions apply, and the Customer and the Supplier agree to submit to the non-exclusive jurisdiction of the English courts. **12.7 Third Party Rights:** The rights conferred by a Contract are for the benefit of the contracting parties only, and will not be granted to or enforceable in any way by any third party. Save as otherwise expressly provided in the Contract, no term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Contract (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise). **12.8 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, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way. **12.9 Severance:** If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 12.9 shall not affect the validity and enforceability of the rest of the Contract.