



DEVONSHIRE
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SUBJECT TO CONTRACT – DRAFT ONLY

Purchase Agreement

Celebrating the Cascade: Interpretation

Commencement Date: TBC

Reference No: (CHT/CAS/002)



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This Agreement is entered into by and between

Chatsworth House Trust whose registered office is Estate Office, Edensor, Bakewell, Derbyshire, DE45 1PJ. Company Registration Number: **01541046**, Charity number **511149**(The Buyer).

Chatsworth Settlement Trustees

+44 (0)1246 565300

Estate Office, Edensor,
Bakewell, Derbyshire
DE45 1PJ

info@devonshiregroup.co.uk
devonshiregroup.co.uk



INPUT SUPPLIER NAME whose registered office is **INPUT ADDRESS**. Company Registration: **INPUT NUMBER** (The Supplier)

Background

The Supplier is in the business of supplying the Goods and Services described in this Agreement:

The Buyer wishes to purchase such Goods and Services from the Supplier under this Agreement

The Supplier agrees to supply the Goods and Services in accordance with this Agreement

Term The Agreement starts on the Commencement Date for an initial period of 38 months unless terminated earlier under the terms of this Agreement or applicable law.

1. Definitions

Agreement the Contract between you and us for the sale and purchase of Goods and/or Services, incorporating these Conditions, the Purchasing Agreement and the Purchase Order (including any Goods Specification or Service Specification) provided that there is a conflict between the documents, the following order of priorities will apply:

1. Purchase Agreement
2. Conditions
3. Purchase Order

Affiliate any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the relevant entity.

Buyer the party defined as Buyer at the beginning of the Agreement

Control shall be defined as in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly

Commencement Date the date set out on the front page of this Agreement

Conditions these terms and conditions as amended from time to time

Confidential Information all confidential information (however recorded or preserved and whether or not marked as 'confidential'), disclosed or made available whether before or following the date of this Agreement, directly or indirectly, by the Buyer or it's employees, officers, representatives or advisers to the Supplier including but not limited to:

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- a) The terms of this Agreement;
- b) Any information that would be regarded as confidential by a reasonable business person relating to:
 - i. The business, affairs, Buyers, clients, suppliers, plans, intentions, or market opportunities of the Buyer or of the Group of the Buyer; and
 - ii. The operations, processes, product information, know-how, designs, trade secrets or software of the Buyer or the Group of the Buyer;
- c) Any financial information, information relating to trading position, or financial projections or forecasts, each of the Buyer or of the Group of the Buyer;
- d) Any other information that is identified as being confidential or proprietary in nature;
- e) Any information or analysis derived from Confidential Information; but not including any information that:
 - i. Is or becomes generally available to the public other than as a result of its disclosure by the Supplier or its employees in breach of this Agreement (except that any compilation of otherwise public information in a form not publicly known will nevertheless be treated as Confidential Information); or
 - ii. The parties agree in writing is not confidential or may be disclosed

Contract the contract between the Buyer and the Supplier for the Supply of Goods and/or Services in accordance with these Conditions

Customer Materials has the meaning set out in Clause 11

Data Protection Laws The Data Protection Act 2018 together with all other data protection laws applicable in the United Kingdom from time to time

Data Protection Legislation all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK)

Devonshire Group the Devonshire Group includes entities Bolton Abbey Estates Company Ltd, The Chatsworth Settlement Trustees, Chatsworth House Trust, Chatsworth House Enterprises Ltd, Chatsworth House Trading Ltd,

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Devonshire Hotels and Restaurants Group Ltd, Peacock Hotel (Baslow) Ltd, Devonshire Property Retail Ltd, The Duke of Devonshire's Charitable Trust, The Devonshire Maintenance Fund, Elm Tree Farm Limited, Lismore Estates (Jersey) Limited, Lismore Estates (No 1) Limited and Lismore Estates (No 2) Limited.

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 Purchase Order, or as otherwise agreed in writing by us, if none is specified within 10 days of the date of the Purchase Order
Delivery Location	the address for delivery as set out in the Purchase Order
Goods	the goods (or any part of them) to be provided by the supplier, as set out in the Schedule 1 or Purchase Order
Goods Specification	the specification of the Goods, including any related plans and drawings, that is provided by the Buyer and agreed by us and you, or where the Buyer is purchasing standard Goods "off the shelf", the specification published by the Supplier and are incorporated into a Purchase Order.
Mandatory Policies	The mandatory policies of the Buyer applicable to the Supplier as described in Clause 8 and set out in Schedule 2
Notice	all notice, requests, consents, claims, demands, waivers and other formal communications under this Agreement
Price	Has the meaning set out in Clause 10 and in Schedule 1
Purchase Order	The Buyer's Purchase Order for the supply of Goods and/or Services, as set out in the Buyer's Purchase Order or as otherwise agreed in writing by us
Services	the services, including any Deliverables identified in Schedule 1, to be provided by the Supplier under the Contract as set out in the Service Specification, each as may be amended from time to time in writing and signed by both parties
Service Specification	the description or specification for Services set out in the relevant scope of work and/or schedule 1 or as otherwise agreed in writing by the Buyer and the Supplier

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Supplier, you, your	The party defined as Supplier at the beginning of this Agreement
We, us, our	the Devonshire Group entity identified as the Buyer of the Goods and/or Services in the Purchase Order
Working Day	a day that is not a Saturday, Sunday or Public Holiday and on which banks in the United Kingdom are open for Business
Working Hours	9am to 5pm on each Working Day

2. Interpretation

- 2.1** These Conditions of Purchase will be interpreted without reference to their headings. In the Agreement any words following the terms “including”, “include” “such as” or “in particular” shall be construed as illustrative and shall not limit the sense of such words.
- 2.2** A reference to a URL is a reference to that URL as amended from time to time
- 2.3** Unless otherwise stated, a reference to a day means a Working Day.
- 2.4** Notices must be given in writing. Any reference to “writing” or “written” includes communication by email.
- 2.5** 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
- 2.6** Words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and words denoting any gender include all genders.
- 2.7** Unless the context otherwise requires, references in this Agreement to clauses, schedules, attachments and appendices, means the clauses of and schedules, attachments and appendices to this Agreement and each forms part of the Agreement

3. Basis of Contract

- 3.1** The Purchase Order constitutes an offer by us to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 3.2** The Purchase Order shall be deemed to be accepted on the earlier of:
 - a.) Supplier issuing written acceptance of the Purchase Order, or
 - b.) Any act by the Supplier consistent with fulfilling the Purchase Order at which point the Agreement will come into existence (Commencement Date).
- 3.3** These Conditions apply to the Agreement 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.
- 3.4** All these Conditions shall apply to the supply of both Goods and/or Services except where the application to one or the other is specified.



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3.5 You waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any of your correspondence or documents that is inconsistent with these Conditions

4. The Goods

4.1 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, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement.
- c.) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery or such a period as may be agreed between the Buyer and the Supplier in writing; and
- d.) comply with all applicable and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2 We may inspect and test the Goods at any time before delivery. You will remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing will not reduce or otherwise affect your obligations under the Agreement

4.3 If following such inspection or testing we consider the Goods do not conform or are unlikely to comply with the obligations under this clause 4, we will inform you, and you will immediately take such remedial action as is necessary to ensure compliance. We may conduct further inspections and tests after you have carried out the remedial actions.

5. Supply of Services

5.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Agreement supply the Services to the Buyer and/or its Affiliates in accordance with the terms of the Agreement

5.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that the Buyer 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 Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
- 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 tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement
- d.) ensure that the Service 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 Buyer 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;



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- f.) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all the goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
- g.) observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises;
- h.) hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Supplier (Customer Materials) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Buyer, and not dispose or use Customer Materials other than in accordance with the Buyer's written instructions or authorisation
- i.) not do or omit anything which may cause the Buyer 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 Buyer may rely or act on the Services.

5.4 The Buyer shall provide the Supplier with reasonable access at reasonable times to the Buyer's premises for the purpose of providing the Services and such necessary information for the provision of the Services as the Supplier may reasonably request.

6. Delivery of Goods

6.1 The Supplier shall ensure that:

- a.) the goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition
- b.) each delivery of Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods, special storage instructions (if any), and if the Goods are being delivered in instalments, the outstanding balance of Goods remaining to be delivered; and
- c.) if there is any requirement for the Buyer to return packaging material for the Goods to the Supplier, it will be clearly stated on the delivery note. Any packaging materials shall only be returned to the Supplier at the cost of the Supplier.

6.2 The Supplier shall deliver the Goods:

- a.) on the date specified in the Purchase Order or, if no such date is specified, then within 10 days of the date of the Purchase Order. Where a date is specified on a Purchase Order, time shall be of the essence for such Purchase Order;
- b.) to the location set out in the Purchase Order or as instructed by The Buyer before delivery (Delivery Location); and
- c.) during the Buyer's normal business hours

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

6.4 Where it is agreed that the Goods are to be delivered in instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in the instalment shall entitle the Buyer to remedies set out in Clause 9

7. Title & Risk

7.1 You warrant that you have complete ownership of Goods and are free from encumbrances.

Title and risk in the Goods will pass to us on completion of delivery.



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8. Supplier Compliance with Applicable laws & Policies

8.1 In performing its obligations under the Agreement, the Supplier shall:

- a.) 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 Agreement in respect of the Goods, the Services and the Deliverables;
- b.) comply with all applicable laws, regulations, regulatory policies, guidelines or industry from time to time in force including the Modern Slavery act 2015 and Human Trafficking (Scotland) Act 2015 (Applicable Laws);
- c.) require that each of its subcontractors and suppliers shall comply with the Applicable Laws relating to anti-bribery and anti-slavery and human trafficking
- d.) comply with the Supplier obligations under the Buyer's Mandatory Policies

8.2 The Supplier represents, warrants and undertakes that:

- a.) neither it nor any director, officer, agent, employee or Affiliate of the Supplier is aware of or has taken any action, directly or indirectly, that could result in a breach of Applicable Laws; and
- b.) it conducts and has conducted its business in compliance with the Applicable Laws and has instituted and maintains policies and procedures designed to ensure continued compliance with the Applicable Laws.

8.3 The Supplier agrees to advise the Buyer immediately and in writing should it or any Affiliate become aware of any breach of the Applicable Laws.

8.4 A breach of the clause 8 will be a material breach and we may immediately terminate the Agreement as a result.

9. Remedies

9.1 If the Supplier fails to deliver the Goods and/or perform the Services in accordance with the Agreement, the Buyer shall, without limiting or affecting other rights or remedies available to it have one or more of the following rights whether or not it has accepted the Goods and/or Services:

- a.) to terminate the Agreement in whole or in part with immediate effect by giving written notice to the Supplier;
- b.) to reject the defective 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, to re-perform the Services or to provide a full refund of the price of the rejected Goods and/or Services (if paid);
- d.) to refuse to accept further deliveries of Goods and/or performance of the Services which the Supplier attempts to make;
- e.) to recover from the Supplier any costs incurred by the Buyer in obtaining substitute Goods and/or Services from a third party;
- f.) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not yet provided and/or cost of Goods that it has not delivered; and
- g.) to claim damages for any additional costs, loss of expenses incurred by the Buyer which are in any way connected to your failure to carry out your obligations under the Agreement

9.2 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier



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9.3 The Buyer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

10. Price & Payment

10.1 The Price of the Goods and/or Services are fixed for the term of the Agreement and each Purchase Order will show the total price for the supply of the quantities of the Goods or supply of the Services

10.2 The Price of Goods shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise stated in the Agreement

10.3 The charge for Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed by the Buyer in advance, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services

10.4 No price increases or extra charges will be applied by you unless agreed in writing by us and we require a minimum of 3 months before any price increases we agree with you can be applied.

10.5 Unless otherwise specified in the Purchase Order, the Supplier shall invoice the Buyer on or at any time after completion of delivery of the Goods and for Services on completion of the Services. You will ensure the invoice includes the date of the Purchase Order, the invoice number, our assigned number to the Purchase Order, your VAT registration number, and any other supporting documents that we may reasonably require.

10.6 We will pay undisputed and correctly invoiced amounts to the bank account nominated in writing by you within 30 days from end of month from the date the invoice is received

10.7 All amounts payable by the Buyer under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to the Buyer, The Buyer shall on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time payment is due for the Supply of the Goods and/or Services

10.8 The Buyer may at any time, without limiting any other rights or remedies, set off any liability that the Supplier has to the Buyer and what the Buyer has to the Supplier. Any exercise by the Buyer of its rights under this Clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

11. Customer Materials

11.1 The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Buyer to the Supplier (**Customer Materials**) and all rights (including its intellectual property rights) in the Customer Materials are and will remain the Buyer's exclusive property. The Supplier will keep the Customer Materials in safe custody at the Supplier's own risk, maintain them in good condition until returned to the Buyer and



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not dispose or use them other than in accordance with the Buyer's written instructions or authorisation.

12. Indemnity

12.1 The Supplier shall indemnify the Buyer in full against all losses, claims, liabilities, costs, expenses, demands and damages (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred as a result or in connection with:

- a.) any claim made against the Buyer 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 or supply of the Services
- b.) for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered or the Deliverables; and
- c.) arising out of or in connection with the supply of the Goods, as delivered, or the Services.

12.2 This clause 12 shall survive termination of the Agreement

13. Insurance

13.1 During the term of the Agreement and for **3** years after the end of the term, the Supplier shall maintain in force, with a reputable insurance company the following insurance policies and to cover the liabilities that may arise under or in connection with the Agreement

- a.) Professional Indemnity insurance policy with a limit of at least £5million per claim
- b.) Public Liability insurance policy with a limit of at least £5million per claim
- c.) Product Liability insurance policy with a limit of at least £5million per claim arising from a single event or series of related events in a single calendar year
- d.) Employer's Liability insurance policy with a limit of at least £5 million per claim arising from a single event or series of related events in a single calendar year.

13.2 You will provide the Buyer with evidence of such insurance of an adequate limit to cover the Agreement if and when the Buyer requests.

13.3 The Supplier will ensure that the Buyer's interest is noted on each insurance policy, or that a generic interest clause has been included on each insurance policy.

13.4 On the renewal of each policy, the Supplier will provide promptly to the Buyer a copy of the certificate and receipt for the premium paid

14. Limitation of Liability

14.1 Without prejudice to clause 14.2 our maximum aggregate liability for breach of the Agreement (including any liability for the acts or omissions of our employees and agents), whether arising in contract tort (including negligence), misrepresentation or otherwise, will in no circumstances exceed the aggregate amount paid by us under the Agreement during the 12 month prior to the occurrence of such cause.

14.2 Nothing in the Agreement will exclude or in any way limit either party's liability for death or personal injury caused by it's own negligence

14.3 Nothing in the Agreement will exclude or in any way limit either party's liability for fraud or fraudulent misrepresentation.



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14.4 The Agreement sets out the full extent of our purchase obligations and liabilities to you. To the fullest extent permitted by law, we exclude all other conditions, warranties or other terms, express or implied, whether by statute, common law or otherwise

14.5 Without prejudice to clause 14.2 we will not be liable under the Agreement for any loss of profit, loss of revenue, loss of business, or for any indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

15. Termination

15.1 Without affecting any other right or remedy available to it, the Buyer may terminate the contract:

a.) with immediate effect by giving written notice to the Supplier if:

i). there is a change of Control of the Supplier; or

ii). The Supplier's financial position deteriorates to such an extent that in the Buyer's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or

iii). The Supplier suspends or threatens to suspend, or cease or threaten to cease or carry on all or a substantial part of the business

iiii). The Supplier commits a breach of clause 8,

b.) for convenience by giving the Supplier 30 days' written notice.

15.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement 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 Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;

b.) the other party takes any step or action in connection with its entering administration, provisional liquidation, insolvency or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (either voluntarily or by order of the courts, 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

15.3 On termination of the Agreement, the Supplier shall immediately deliver to the Buyer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Buyer 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 Agreement.

15.4 Termination or expiry of the Agreement shall not effect 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 Agreement which existed at or before the date of termination or expiry.

15.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in full force on or after termination or expiry of the Agreement shall remain in full force and effect.

16. Confidentiality & Data Protection



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16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except that each party may disclose the other party's confidential information:

- a.) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure the employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with clause 16; and
- b.) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

16.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement

16.3 For the purpose of this clause 16 "**confidential information**" means all information in respect of our business and financing including but not limited to, any ideas, business methods, finance, prices, financial marketing, development or manpower, plans, drawings, market opportunities, product information, design rights, customer information, trade secrets, details, computer systems and software, know-how on any medium and software listings of any party and other matters connected with the products or services manufactured, marketed, provided or obtained by the Buyer and as stated in the definition

16.4 The parties acknowledge that for the purpose of the Data Protection Legislation, the Buyer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation.)

16.5 The Supplier will, in relation to any Personal Data processed in connection with the performance of its obligations under the Agreement:

- a.) ensure that it has in place the appropriate technical and organisational measures 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 may 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);
- b.) not transfer any Personal Data outside of the European Economic Area unless prior written consent from the Buyer has been obtained and the following conditions are fulfilled
 - i.) the Supplier complies with its obligations under the Data protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
 - ii.) the Buyer or the Supplier has proved appropriate safeguards in relation to the

transfer



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- iii.) the data has enforceable rights and effective legal remedies
 - iv.) the Supplier complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;
 - c.) at the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer on termination of the Agreement unless required by Applicable Law to store the Personal Data
 - d.) notify the Buyer without undue delay on becoming aware of a Personal Data breach
 - e.) not disclose Personal Data to the Buyer other than for the extent necessary in performance of the Agreement;
- 16.6** Indemnify the Buyer against any loss or damage suffered by the Buyer in relation to any breach by the Supplier of its obligations under this clause 16
- 16.7** The Supplier will not publicly announce that it provides Goods and/or Services to the Buyer, the Buyer's group nor use the Buyer's name or the Buyer's group name as endorsement of it or its Goods and/or Services without the Buyer's prior written consent.
- 16.8** The Supplier will not disclose personal data to the Buyer other than to the extent necessary for the performance of the Agreement. The Buyer will process any such personal data as a data controller in compliance with Data Protection Laws and in accordance with Devonshire Group's Privacy Policy.

17. Amendment

- 17.1** We may change the provisions of the Conditions (other than the price and payment terms) by giving notice to you and/or by publishing such changes on our website.
- 17.2** Other than changes permitted above, no other provision of the Agreement will be amended in any way unless otherwise agreed by us in writing.

18. Notices

- 18.1** Any notice under or in connection with the Agreement will be effective if given in writing and sent by pre-paid post, by email or delivered by hand to the address of the other party. Notices will have deemed to have been received, if delivered by hand or by email, on the day of delivery and if sent by post, on the second usual working day after posting.

If to the Buyer to:

Name: Jo Kershaw

Title: Group Procurement Manager

Email: Procurement@devonshiregroup.co.uk

Postal Address: Estate Office, Edensor, Bakewell, Derbyshire, DE45 1PJ

If to the Supplier:

Name: (INSERT NAME)

Title: (INSERT TITLE)

Email: (INSERT EMAIL ADDRESS)

Postal Address: (INSERT POSTAL ADDRESS)

19. Force Majeure

Chatsworth Settlement Trustees	+44 (0)1246 565300
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19.1 Neither party will not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control and could not have been foreseen by the party (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire floods, disease, pandemic and epidemic) (each a Force Majeure Event)

19.2 The party seeking to rely on Force Majeure must give the other party prompt Notice of any event that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of the Force Majeure Event. The party affected by the Force majeure Event will use all reasonable endeavours to minimise the effects of the Force majeure Event, ensure the effects of any Force Majeure event are minimal and resume full performance under this Agreement

20. Rights of Third Parties

20.1 Unless expressly stated to the contrary, the Agreement does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to any third party who is not a party to the Agreement to enforce any term of the Agreement.

21. No Assignment of Sub Contractors

21.1 The Supplier shall not assign its rights under the Agreement or subcontract any part of the performance of the Agreement without the Buyer providing prior written consent. If the Buyer consent to any subcontracting by the Supplier, the Supplier will remain responsible for all the acts and omissions of the Supplier's subcontractors as if they were the Suppliers own.

22. Severability

22.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If modification is not possible, the relevant provision will be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause will not affect the validity and enforceability of the rest of the Agreement.

23. Entire Agreement

23.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

24. General

24.1 The use of Devonshire Group's name, logo, images and video of Devonshire Group may not be used in any way for marketing, PR, sales or other commercial purposes including on the Supplier's own website or social media

24.2 Commercial and/or professional photography and videography are not permitted at Devonshire Group without advance written permission

25. Dispute Resolution, Governing Law and Jurisdiction



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25.1 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim

25.2 Any Dispute will be submitted for negotiation and resolution to appropriate representatives of the Buyer and Supplier. The representatives of the parties will negotiate in good faith to resolve the Dispute. If the parties are unable to resolve the Dispute within 30 days of the Notice setting out the dispute and requiring negotiation, either party may bring proceedings in a court of competent jurisdiction in accordance with the provision of clause

26. Intellectual Property Rights

- 26.1** Retained Rights. Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, subject to any licenses granted herein.
- 26.2** Pre-Existing Intellectual Property. The Consultant will not use any sub-Contractor or third-party Pre-Existing Intellectual Property in connection with this Agreement unless the Consultant has the right to use it for the Client's benefit. If the Consultant is not the owner of such Pre-Existing Intellectual Property, the Consultant will obtain from the owner any rights as are necessary to enable the Consultant to comply.
- 26.3** Ownership of Deliverables. Subject to the Consultant and third-party rights in Pre-Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to the Client.
- 26.4** No Rights to Client Intellectual Property. Except for the limited license to use materials provided by the Client as may be necessary in order for the Consultant to perform Services under this Agreement, they are granted no right, title, or interest in any Client Intellectual Property.

Schedule 1

Part A - Goods and Services

Scope of work –

The final scope of work including goods and services will be confirmed when the tender process is finalised. This will reflect the response to the initial tender as well as the needs of the project as set out in the interpretation plan.

Part B – Pricing

Chatsworth Settlement Trustees	+44 (0)1246 565300
Estate Office, Edensor,	info@devonshiregroup.co.uk
Bakewell, Derbyshire	devonshiregroup.co.uk
DE45 1PJ	



A payment schedule will be agreed upon completion of the procurement process. Payment will be made upon acceptance of design and delivery of products and services as agreed with CHT.

A final payment of 10% of the total project cost will be paid upon full acceptance of the design, manufacture and installation of interpretation materials.

Part C - Guarantee

All interpretation products, whether physical or digital should be guaranteed to retain their quality and functionality for at least 5 years after installation.

Schedule 2

MANDATORY POLICIES

- **Supplier Code of Conduct**
- **First for Contractors**
- **Privacy Policy**

Schedule 3

SLA/KPI/QUALITY REQUIREMENTS

Process	Minimum Standard Expectations
Service on time in full – The agreed work carried out in full in line with the agreed programme. All products to be delivered to a standard and design as agreed by CHT and the project board.	100%
Service on time in full – The agreed work carried out in full on the next working day for works that have failed to be completed on original planned day.	100%
Physical products should be available and in full working order 90% of the time.	90%
Physical products should be serviced regularly. A service schedule should be proposed during tender.	100%
The supplier should respond to calls for support with physical products within 2 working days.	100%
Digital products should be available and in full working order 95% of the time.	95%
Digital products should be serviced regularly. A service schedule should be proposed during tender.	100%
The supplier should respond to calls for support with digital products within 2 working days.	100%



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Upon installation of all interpretation products, any issues should be responded to and resolved within 2 weeks.	100%
Feed into monthly reports to the Cascade working group, project board and NLHF. Detailing the progress made on the project, any risks arising and setting out upcoming activity.	To include quantity Buyer has requested, total supplied, total outstanding, % fulfilled. Report of complaints, number and resolution
Progress meetings	To be held a minimum every quarter or when requested by either party. These meetings may sometimes include external stakeholders, for instance representatives from community groups or the NLHF.
Complaints received, investigated and full report presented to the Buyer	Within 48 hours of complaints passed to the Supplier
Invoice query resolution – acknowledgement of logged query within 48 hour	95%
Invoice query resolution reached within 10 working days	95%

Contacts for the Management of the Agreement

Buyer

These contacts are to be used to communicate and manage the Agreement. Complaints, price alterations and service changes must be through these contacts.

Name	Contact Number	Contact Email
XX	XX	XX

Supplier

Name	Contact Number	Contact Email
XX	XX	XX
XX	XX	XX

Signatures

For **INSERT DEVONSHIRE GROUP NAME:**

Name:
Chatsworth Settlement Trustees +44 (0)1246 565300
Estate Office, Edensor, info@devonshiregroup.co.uk
Bakewell, Derbyshire devonshiregroup.co.uk
DE45 1PJ



DEVONSHIRE
GROUP

Title:
Signature:
Date:

For **INSERT SUPPLIER DETAILS**

Name:
Title:
Signature:
Date: