

Aurora

These are the terms and conditions (“Conditions”) on and subject to which the supplier named on the purchase order accompanying these Conditions (“Purchase Order”) agrees to supply and the Aurora Care and Education Opco Limited a corporation incorporated in England and Wales on 9 September 2015, Company number 9768784, whose principal offices are at Unit 13, Twigworth Court Business Centre, Tewkesbury Road, Gloucester, GL2 9PG, United Kingdom or any of its subsidiaries (“Aurora”) agrees to take and pay for, the goods and/or services specified in the Purchase Order (“Goods or Services”).

Purchase Order Terms & Conditions

In these conditions Aurora is the issuer of the Purchase Order and the “**Supplier**” shall mean the company or person(s) to whom the Purchase Order is issued. These terms and conditions shall govern the sale or supply of goods and/or services by the Supplier and shall be deemed incorporated in any contract between the Aurora and the Supplier for the sale or supply to the Aurora of goods and/or services unless expressly stated otherwise on the Purchase Order where the parties have entered in a separate binding written contract in which case the terms and conditions of such contract shall apply to such Purchase Order. References in these Conditions to “writing” or “written” shall include email but not fax.

1. BASIS OF CONTRACT

- 1.1. The Supplier’s quotation constitutes an offer by the Supplier to sell the Goods and/or provide the Services to Aurora.
- 1.2. Aurora shall be deemed to accept the Supplier’s offer, and a contract shall come into existence between the parties in accordance with these Conditions, upon Aurora issuing a Purchase Order to the Supplier (“Contract”). Performance by the Supplier of its obligations under these Conditions shall not entitle the Supplier to claim any payment for the Goods and/or Services where a Purchase Order has not been issued by Aurora.
- 1.3. If there is conflict between these Conditions and special conditions attached to the Purchase Order, then the latter shall take precedence. In the absence of any special conditions these terms and conditions shall apply to all Purchase Orders placed with the Supplier under this agreement and these cannot be superseded by any of the Supplier’s terms.
- 1.4. Only Purchase Orders sent by email from an email address ending “**@the-aurora-group.com**” shall be valid unless Aurora agrees otherwise.
- 1.5. These Conditions apply to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate or which are implied by trade,

custom, practice or any course of dealing between the parties. Any terms and conditions on any acknowledgement, delivery note, invoice or other document shall not apply; any terms and conditions posted on the supplier's website or other electronic media shall not apply.

- 1.6. The Purchase Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing a written acceptance of the Purchase Order; or
 - (b) the Supplier doing any act consistent with fulfilling the Purchase Order, at which point the Contract shall come into existence.
- 1.7. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2. SUPPLY OF GOODS & SERVICES

- 2.1. Aurora expects the Supplier to notify it of any assumptions and/or dependencies which must be met for the fulfilment of its obligations and Aurora shall not be liable for the Supplier's failure to identify the same nor shall the Supplier be relieved from performing its obligations as result of such failure.
- 2.2. The Supplier warrants that it has full capability, capacity, authority and all necessary consents to perform this Contract.
- 2.3. Conditions relating to the Goods:
 - (a) The Goods shall be delivered to the address specified on the Purchase Order or notified to the Supplier by Aurora ("Delivery Location"), at the time and date(s) specified in the Purchase Order unless otherwise expressly agreed by the parties. A delivery note must accompany the Goods and specify the type and quantity of Goods delivered and the Purchase Order number.
 - (b) Goods shall not be delivered by instalments without Aurora's consent or as specified on the Purchase Order. If delivered by instalments, the Goods may be invoiced and paid for separately. Failure to deliver any instalment on time or at all or any defect in an instalment shall entitle Aurora to the remedies below.
 - (c) Delivery of the Goods shall be completed once the Goods have been unloaded at the agreed location ("Delivery").
 - (d) Aurora will be deemed to have accepted the Goods ten (10) Business Days from Delivery unless it gives notice to the Supplier under clause 3. Aurora's signature on any delivery note is evidence only of the number of packages received and not evidence of acceptance of the Goods. Acceptance under this sub-clause (d) of the Goods shall not affect any rights or remedies that Aurora may have under this Contract (or otherwise).

- (e) The Supplier warrants that the Goods (i) will be sold to Aurora with valid and unrestricted title; (ii) are of satisfactory quality and fit for any purpose held out by the Supplier or expressly made known to the Supplier by Aurora; (iii) are free from defects in design, materials and workmanship and will remain so for the longer of 12 months or any manufacturer's warranty period; and (iv) comply with all applicable statutory and regulatory requirements.
- (f) To the extent that the Goods are to be installed by the Supplier, the Supplier shall install the Goods in a good and workmanlike manner and make good any damage caused as a result of installation. The Supplier shall test and inspect the Goods following installation and notify Aurora once installation has been completed. Aurora shall have accepted the Goods after completion of installation, provided Aurora has not exercised in writing any of the remedies under clause 3.
- (g) Title and risk in the Goods shall pass to Aurora on Delivery of the Goods at the Delivery Location (where the Supplier is not to install the Goods) or upon acceptance of the Goods in accordance with clause 2.3(f) (where the Supplier is to install the Goods).

2.4. Conditions relating to the Services:

- (a) The Supplier warrants that the Services will (i) conform to Aurora's requirements made known to the Supplier; (ii) specifications and/or acceptance criteria (if any) (iii) be performed with that standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all applicable statutory and regulatory requirements.
- (b) Unless agreed otherwise in writing, the Supplier shall provide all equipment, consumables and other items required to provide the Services.

3. REMEDIES

3.1. If the Goods and/or Services do not comply with the warranties in clauses 2.3 or 2.4, Aurora shall, without limiting any other remedies available to it, have the right to any one or more of these remedies:

- (a) reject the Goods and/or Services in full or in part and in the case of Goods, return them at the Supplier's own risk and expense;
- (b) require the Supplier to repair or replace the rejected Goods or re-perform the Services without further cost to Aurora;
- (c) refuse to accept any subsequent supply of the Goods and/or Services;

- (d) where Aurora has paid any sums in advance for the Goods and/or Services, to require such sums to be refunded by the Supplier; and/or
 - (e) recover from the Supplier any costs and expenses reasonably incurred by Aurora in procuring replacement Goods and/or substitute Services which are substantially similar to those to be provided by the Supplier.
- 3.2. These Conditions apply to any repaired or replacement Goods and/or Services provided by the Supplier.
- 3.3. Any repaired and/or replaced Goods and/or Services are deemed to be warranted for the longer of 12 months or the manufacturer's warranty period.

4. INVOICING & PAYMENT

- 4.1. The amounts specified on the Purchase Order represent the full and exclusive remuneration and include every cost and expense of the Supplier in respect of the supply of the Goods and/or Services (including packaging, delivery, installation, import duties and taxes where applicable).
- 4.2. The Supplier may invoice Aurora for Goods supplied on or at any time after Delivery and for Services provided on or at any time after completion of the provision of the Services.
- 4.3. Each invoice must correspond with the amount and currency specified on the Purchase Order and quote the Purchase Order number.
- 4.4. Invoices to Aurora must be sent to the following email address: **invoices@the-aurora-group.com**. Aurora will consider and verify each invoice in a timely manner with a view to confirming whether each invoice is valid and undisputed. Aurora shall pay each invoice in full and in cleared funds within 30 days from the date on which it determines each invoice to be valid and undisputed.
- 4.5. All fees and charges exclude VAT which Aurora shall, upon receipt of a valid VAT invoice from the Supplier, pay in addition.

5. CANCELLATION

- 5.1. Aurora may cancel by notice in writing to the Supplier any Purchase Order for Goods (including any agreed instalment) which have not yet been delivered and Services which have not yet been performed.
- 5.2. Where Aurora exercises its rights under clause 5.1, Aurora will pay such fees or charges for Goods which have been delivered or which are in transit or

Services which have been performed together with the costs of materials which the Supplier has purchased to fulfil its obligations, provided they cannot be used for other customers or returned to the supplier of those materials for a refund.

- 5.3. Aurora shall not be liable for any loss of anticipated profits or any indirect or consequential loss arising as a result of cancellation.

6. TERMINATION

- 6.1. Aurora may terminate this Contract immediately by written notice if the Supplier:
- (a) commits a material breach of its obligations under these Conditions which cannot be remedied within a period of ten (10) Business Days of receiving written notice of such breach by Aurora; or
 - (b) becomes insolvent or any similar insolvency event occurs or action or proceeding is taken to manage the affairs of or wind up the Supplier.
- 6.2. Termination of this Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

7. LIABILITY & INSURANCE

- 7.1. Nothing in these Conditions shall exclude or limit liability for damage to property or for death or personal injury caused by a party's negligence or wilful default or for any other matter for which liability may not be excluded or limited by law.
- 7.2. Aurora's liability shall not exceed the total value of the Goods and/or Services supplied under this Contract.
- 7.3. The Supplier's liability shall not exceed 200% of the total value of the Goods and/or Services supplied under this Contract or the maximum sums assured under clause 7.6 below, whichever is greater.
- 7.4. Neither party shall be liable to the other for any indirect, special or consequential loss or loss of turnover, profits, business opportunities or anticipated savings (whether direct or indirect).
- 7.5. Each party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract.
- 7.6. The Supplier shall take out and maintain Public Liability (Third Party Liability) Insurance (to include Product Liability) of at least five million pounds (£5,000,000) where Goods are supplied or, where Services are to be

provided, either Professional Indemnity Insurance or other appropriate Insurance to cover the principal risks associated with the type of services being provided, of at least five million pounds (£5,000,000). In addition, the supplier shall take out and maintain Employers Liability ("EL") Insurance of at least five million pounds (£5,000,000). EL insurance will help pay compensation if an employee is injured or becomes ill because of the work they do.

8. SUBCONTRACTING

- 8.1. The Supplier shall not enter into any contract with any third party whereby that third party agrees to perform any of the Supplier's obligations in relation to the Goods and/or Services ("Sub-Contract") without Aurora's prior written consent and where Aurora gives consent to any Sub-Contract, the Supplier shall:
- (a) be responsible for the acts or omissions of its subcontractors as though they are its own; and
 - (b) be liable to Aurora for any costs, losses, damages or expenses suffered or incurred by Aurora arising out of or in connection with any act or omission of its subcontractors.
- 8.2. The Supplier shall ensure that all Sub-Contracts contain a provision requiring the Supplier to consider and verify each invoice received from its subcontractors in a timely manner with a view to confirming whether each invoice is valid and undisputed and to pay each invoice received from its subcontractors within a specified period not exceeding 30 days from the date on which the Supplier determines each invoice to be valid and undisputed.
- 8.3. The Supplier shall pay each invoice received from its subcontractors within 30 days from the date on which the Supplier confirms each invoice to be valid and undisputed and at Aurora's request, provide Aurora with evidence of compliance with this clause 8.3.

9. INTELLECTUAL PROPERTY

- 9.1. In this Contract "Intellectual Property Rights" mean patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (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.

- 9.2. All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- (a) provided to the Supplier by Aurora shall remain Aurora's property absolutely;
 - (b) prepared by or for the Supplier specifically for Aurora in relation to the performance of the Contract shall belong to Aurora.
 - (c) Pre-existing at the commencement of the Contract and owned or licensed by the Supplier shall be licensed to Aurora insofar as it is necessary for Aurora to exercise its other rights under the Contract. Such a license shall be perpetual, worldwide, irrevocable, royalty-free and capable of sub-license on those terms.
- 9.3. The Supplier indemnifies Aurora against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against Aurora for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the performance of this Contract by the Supplier save where such infringement or alleged infringement is caused by any act or omission on the part of Aurora.

10. HAZARDOUS GOODS AND SAFETY

- 10.1. Where access to Aurora's premises is required, the Supplier and all the people employed or otherwise engaged by it (including but not limited to sub-suppliers), shall throughout the duration of this Contract comply fully with the requirements of the Safety Legislation and with all those other policies and procedures in connection with the operation of the business including but not limited to the reasonable requirements of Aurora's security and health and safety procedures and other reasonable instructions of any of Aurora's representatives appointed in respect of the works at Aurora's premises.
- 10.2. For the purpose of this clause, "Safety Legislation" means the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987 together with all regulations made under them including, but not limited to, the General Product Safety Regulations 1994, the Control of Substances Hazardous to Health Regulations 1999, the Construction Design Management Regulations 2007 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the provision of Goods and/or

performance of Services and the health and safety of the users of such goods and equipment.

- 10.3. Where the Goods comprise or include substances hazardous to health, the Supplier will supply to Aurora on or before Delivery with all data (in English) necessary to allow Aurora to form a suitable and sufficient assessment of the attendant risks and of the steps that need to be taken in order to meet the requirements of all applicable laws.
- 10.4. Unless specifically agreed, the Goods shall not contain asbestos.

11. DATA PROTECTION

- 11.1. The provisions of this clause 11 shall extend to sub-contractors and the Supplier shall ensure compliance with these requirements herein stated.
- 11.2. The Supplier shall process Personal Data (as defined in the Data Protection Laws) only to the extent, and in such a manner, as is necessary for the purposes specified in the Contract and in accordance with Aurora's instructions from time to time and shall not process the Personal Data for any other purpose. The Supplier will keep a record of any processing of Personal Data it carries out under the Contract.
- 11.3. The Supplier shall promptly comply with any request from Aurora requiring the Supplier to amend, transfer or delete the Personal Data.
- 11.4. The Supplier shall only collect any Personal Data in a form which is fully compliant with the General Data Protection Regulation 2016/679 Data Protection Act 2018 which will contain a data protection notice informing the data subject of the identity of the Data Controller (as defined in the Data Protection Laws) , the identity of any data protection representative it may have appointed, the purposes or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the Data Subject to be fair.
- 11.5. The Supplier shall not transfer the Personal Data outside the European Economic Area without the prior written consent of Aurora.
- 11.6. The Supplier shall promptly inform Aurora if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable or if the Supplier becomes aware of any unauthorised or unlawful processing. The Supplier will restore such Personal Data at its own expense.

- 11.7. The Supplier shall notify Aurora within two (2) Business Days if it receives a request from a Data Subject for access to that person's Personal Data.
- 11.8. The Supplier shall provide Aurora with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
- 11.9. The Supplier shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of Aurora or as provided for in this Contract.
- 11.10. The Supplier agrees to indemnify and keep indemnified and defend at its own expense Aurora against all costs, claims, damages or expenses incurred by Aurora or for which Aurora may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this clause 11.

12. CONFIDENTIALITY

- 12.1. The Supplier undertakes that it shall not at any time disclose to any person (other than to those of its personnel who need to know such information for the performance of the Supplier's obligations or as may be required by law or a court of competent jurisdiction) any confidential information concerning the business, affairs, customers, clients or suppliers of Aurora and shall not use such confidential information for any purpose other than to perform its obligations under this Contract.
- 12.2. No tools, patterns, raw materials, plates, designs, drawings, schedules, instructions, specifications or other confidential information supplied by Aurora to the Supplier to enable it to execute this Purchase Order shall be used or disclosed by the Supplier for any purpose without the agreement in writing of Aurora.
- 12.3. Any information concerning the business secrets or other information relating to the business activities of Aurora that is not already in the public domain shall be treated as confidential and accordingly shall not be disclosed to any third party.
- 12.4. During the term of the Contract the Supplier shall not undertake work for any third party, the performance of which would be likely to put the Supplier in a conflict of interest in relation to the confidential information referred to above.

13. FORCE MAJEURE

- 13.1. "Force Majeure" includes, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion flood, epidemic, pandemic, strikes, lock-outs (other than strike or lockout which is limited to the Supplier's personnel) or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, cessation or serious interruption of communication or power supplies, exceptional adverse weather conditions.
- 13.2. Aurora reserves the right to suspend delivery or payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered if it suffers a Force Majeure event.
- 13.3. If either party is affected by any Force Majeure event, it shall immediately notify the other party in writing of the matter constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

14. CORONAVIRUS-19

- 14.1. If either Party is prevented, hindered or delayed from meeting all or part of their obligations under this Agreement due to events or circumstances relating to Coronavirus-19 ("Delay Event") then clause 14.2 shall apply. Clause 13 (Force Majeure) shall not apply in relation to events or circumstances relating to Coronavirus-19.
- 14.2. The affected party shall:
- (a) as soon as reasonably practicable after the start of the Delay Event, notify the other party in writing of the circumstances, the date on which they started, an estimate of the likely or potential duration and the effect of the Delay Event on its ability to perform its obligations;
 - (b) use all reasonable endeavours to mitigate the effect of the Delay Event on the performance of its obligations;
 - (c) not be entitled to claim or receive any payment under the agreement arising out of and/or for the duration of the Delay Event; and
 - (d) if the Delay Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of thirty (30) days the Parties shall discuss in good faith and agree whether any amendments are required to this agreement as a result. Such amendments must maintain the same overall balance of obligations, benefits, liabilities and risk between the Parties as applied at the date of this agreement. If the Parties cannot agree amendments after thirty (30) days then Aurora shall

be entitled to terminate this agreement without liability for any goods or services that have not yet been provided.

15. SEVERABILITY

- 15.1. If any provision of this Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid provision eliminated.
- 15.2. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, Aurora and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

16. MODERN SLAVERY

- 16.1. The Supplier undertakes, warrants and represents that:
- (a) neither the Supplier nor any of its officers, employees, agents or subcontractors has:
 - (1) committed an offence under the Modern Slavery Act 2015 (an "MSA Offence"); or
 - (2) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (3) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
 - (c) its responses to Aurora's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and
 - (d) it shall notify Aurora immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of the Supplier's obligations under this Clause 16. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 16.2. The Supplier shall during the term of this Agreement and for the period of 6 years thereafter maintain such records relating to the Goods and Services provided to Aurora under this Agreement as may be necessary to trace the

supply chain of such Goods and Services and to enable Aurora to determine the Supplier's compliance with the Aurora's Modern Slavery Policy.

- 16.3. Aurora (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Supplier's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure that the Supplier has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Supplier to supply/perform the Goods and Services in accordance with this agreement and the Modern Slavery Policy and for that purpose shall be entitled to have access to the Supplier's premises and to any premises of the Supplier's subcontractors or agents where the Works are being performed during normal working hours on giving reasonable notice to the Supplier.
- 16.4. The Supplier shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to Clause 16.3, within such timescales as are agreed with Aurora. The nature of the remediation action to be taken is at the discretion of the Supplier, but such action must address the relevant findings of the audit.
- 16.5. The Supplier shall carry out an annual audit using an independent third party auditor to monitor its compliance with the Modern Slavery Policy.
- 16.6. The Supplier shall prepare and deliver to Aurora each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 16.7. If Aurora consents to the Supplier subcontracting its obligations, the Supplier shall ensure it has the ability to audit its subcontractor to ensure compliance with the Modern Slavery Policy.
- 16.8. The Supplier shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Policy.
- 16.9. The Supplier shall keep a record of all training offered and completed by its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Policy and shall make a copy of such records available to Aurora on request.
- 16.10. Any breach of this Clause 16 by the Supplier shall be deemed a material breach of the Contract and shall entitle Aurora to terminate this Contract in accordance with Clause 6.

17. BUSINESS ETHICS

- 17.1. Honesty and integrity are core to the way Aurora conducts itself. The Supplier will be expected to operate with honesty, integrity and transparency in all business activities, complying with relevant legislation such as the Bribery Act 2010 and Money Laundering Regulations 2017.
- 17.2. Corrupt Gifts and Payments: Neither party shall offer or give or agree to give any person employed by or associated with the other party or shall accept from the other party any gift or undue financial or other advantage of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act whether in relation to these terms and conditions and/or any Contract or otherwise, or for showing or forbearing to show favour or disfavour to any person whether in relation to these terms and conditions and/or any Contract or otherwise. Without prejudice to the generality of the foregoing, each party shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including by not limited to the Bribery Act 2010. Breach of this clause shall be deemed to be a material breach of these terms and conditions and each Contract.

18. DIVERSITY AND EQUALITY

- 18.1. The Parties shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment of that Act or analogous legislation which has been, or may be, enacted from time to time relating to discrimination in employment or discrimination in the delivery of public services.
- 18.2. The Supplier warrants that the Suppliers own practices and procedures comply with legislation to prevent unlawful discrimination and that the Suppliers employees are fully trained on matters relating to the prevention of unlawful discrimination and the Supplier will provide such information as required by Aurora in relation to the Suppliers compliance with anti-discrimination legislation and will co-operate with any investigation by Aurora or a body empowered by Aurora to carry out such investigations under the relevant legislation. Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission by the Supplier or the Suppliers agents or sub-contractors and where there is a finding against the Supplier in any such investigation or proceedings the Supplier shall indemnify Aurora with respect to all costs and charges and expenses (including legal and administrative expenses) incurred by Aurora during or in connection with any such investigation or proceedings and further indemnify Aurora for any compensation, damages, costs or other award Aurora may be ordered or required to pay to a third party as a result.

- 18.3. Without prejudice to the remedies set out above, Aurora may terminate the contract if notice has been given to Aurora of a substantial or persistent breach of this clause providing that a reasonable period has been given during which the breach may have been rectified and the Supplier has failed to remedy the breach within the stated period.

19. SUSTAINABILITY

- 19.1. Aurora is keen to establish a strategic commitment to sustainability in all its operations. Aurora requires the Supplier to take account of sustainability risks and impacts in the production, transportation, storage and supply of the goods, works and services that they provide Aurora. Considerations should include: energy and waste management, responsible procurement practices and supply chain integrity, environmental performance, and technical innovations.
- 19.2. Without prejudice to the remedies set out above, Aurora may terminate the contract if notice has been given to Aurora of a substantial or persistent breach of this clause providing that a reasonable period has been given during which the breach may have been rectified and the Supplier has failed to remedy the breach within the stated period.

20. GENERAL PROVISIONS

- 20.1. Assignment and other dealings: Aurora may at any time assign, transfer, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract. The Supplier may not assign, transfer, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Contract without Aurora's prior written consent.
- 20.2. Amendment: No amendment to this Contract will be effective unless recorded in writing and signed by an authorised representative of the Supplier and an authorised representative of Aurora's senior management team.
- 20.3. Waiver and Cumulative Remedies: (a) a waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

- 20.4. Third party rights: A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 20.5. Notices: Notices must be made in writing addressed to a party at its registered office (if a company or LLP) or principal place of business (in any other case) and delivered by hand, or sent by first class post or other next working day delivery service. Delivery will be deemed to take place if delivered personally, when left at a party's address or if sent by first class post or other next working day delivery service, at 9.00am on the second working day after posting. This clause does not apply to the service of any proceedings or documents in any legal action.
- 20.6. If requested by Aurora, the Supplier shall demonstrate effective implementation of its policies and procedures in relation to equality, diversity, human rights and modern slavery and take specific action to make any necessary changes.
- 20.7. Cyber security: We expect all our suppliers to obtain a minimum of Cyber Essentials accreditation or higher to ensure that their own systems and supply chain are as secure as possible.
- 20.8. Governing law and jurisdiction: Aurora and the Supplier accept the exclusive jurisdiction of the courts of England and Wales and agree that this Contract be governed by and interpreted in accordance with to the Laws of England and Wales.

FORMAL AGREEMENT TO TERMS AND CONDITIONS

On behalf of **[INSERT SUPPLIER NAME]** I hereby accept and agree to the Aurora Group's terms and conditions.

_____ (signed)

_____ (print full name)

_____ (in the capacity of)

Duly authorised to sign for and on behalf of **[INSERT SUPPLIER NAME]**

Date: _____