

Terms and Conditions of Purchase

1. Parties and Defined Terms

In these Terms and Conditions of Purchase, the following words shall have the following meanings:

AAT: The Association of Accounting Technicians, Registered charity No.1050724. A company limited by guarantee (Co No. 1518983) with its registered office address at 140 Aldersgate Street, London, EC1A 4HY.

AAT Group: AAT, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

Agreement: means the contract between AAT and Supplier consisting of these Terms and Conditions of Purchase/PO Terms.

Child Labour Laws: any and all laws regulating, preventing or restricting the use of child labour (including The UN Convention on the Rights of the Child (1989) and ILO Convention 182 on the worst forms of child labour (1992)).

Confidential information: means all designs, drawings, data specifications, procedures, know-how, financial information, technology, technical processes, business affairs, customer and supplier details, information and contracts and all other technical business, commercial, operational, financial and similar information relating to the services and business of the AAT or the AAT Group.

Data Protection Legislation: shall mean the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679), the Privacy Electronic Communications Directive (EC Directive) Regulations and any national implementing laws, regulations and secondary legislation and any guidance or codes of practice issued by the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

Equality Laws: any and all laws relating to discrimination including, without limitation, the Equality Act 2010.

Fee: means the fees that the AAT has agreed to pay for the Services as set out in the Purchase Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related 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 preserve the confidentiality of, confidential information (including know-how), 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.

The Living Wage: the living wage as recommended by the The Living Wage Commission from time to time.

The Living Wage Commission: the Living Wage Commission set up to oversee the calculation of an independent living wage rate in London or the UK or such commission or body that carries on its work from time to time.

The London Living Wage: The Living Wage as it applies to workers in London.

National Minimum Wage Laws: any and all laws relating to the national minimum wage including without limitation the National Minimum Wages Act 1998, National Minimum Wages Regulations 2015 and National Minimum Wage (Amendment) Regulations 2016.

Products: means the goods, products, program, invention, creation, material, improvements, system developments, enhancements or anything whatsoever (including any instalment or any parts of them) created, conceived, written, invented, provided or supplied by the Supplier during the course of carrying out the Services.

Services: means those services specified in the Purchase Order.

Supplier: means the person, firm or company to whom the Purchase Order is issued.

2. Purchase Order

2.1 This Agreement shall come into existence when AAT issues a Purchase Order in respect of Services proffered by the Supplier. Any commencement of work or commencement of delivery and/or order acknowledgement sent by the Supplier shall constitute acceptance of the Purchase Order by the Supplier on these Terms and Conditions of Purchase.

2.1 This Agreement shall prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation or order acknowledgement or elsewhere sent by the Supplier or implied by practice or course of dealing and shall apply to the Services to the exclusion of any other terms and conditions proposed by the Supplier.

3. Services

3.1 The Supplier shall provide the Services in accordance with best industry practice and the terms of this Agreement.

3.2 Time for performance of the Services shall be of the essence.

3.3 The Services shall be performed in a competent and professional manner and the Supplier undertakes, warrants and represents that:

- (a) the Supplier has power and authority to perform the Services under this Agreement and this Agreement is enforceable against it in accordance with its terms and conditions;
- (b) the Supplier has the necessary knowledge and expertise to provide the Services;
- (c) the Supplier will keep its skills and knowledge up to date and are aware of any changes in legislation or working practices relevant to the performance of the Services;
- (d) the Services will be carried out promptly and with all due skill, care and diligence, and shall be performed by properly experienced, qualified and trained personnel;
- (e) the Supplier will not infringe the rights (including Intellectual Property Rights) of any third party or breach any obligations owed to any third party in providing the Services;
- (f) the Supplier will comply with all applicable laws and any regulations, procedures and other instructions which may be communicated to the Supplier by the AAT; and
- (g) it will not do any act or omission in relation to the performance of its obligations under this Agreement which does or may adversely affect the reputation of AAT or the AAT Group.

4. Supplier's obligations

4.1 The Supplier shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to environmental laws, health and safety laws, Child Labour Laws, Anti-Slavery Laws, National Minimum Wage Laws, Equality Laws, the Bribery Act 2010 and applicable British and European standards ("**Relevant Requirements**");
- (b) comply with the AAT's Ethics and Anti-bribery and Anti-corruption Policies (available on request), in each case as the AAT may update them from time to time ("**Relevant Policies**");
- (c) comply with the recommendations of The Living Wage Foundation from time to time including by ensuring that anyone who is involved in the performance of the Services is paid at least The Living Wage or The London Living Wage as applicable;
- (d) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate;
- (e) promptly report to the AAT any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement; and
- (f) immediately notify the AAT if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement).

4.2 Failure to comply with clause 4.1 may result in the immediate termination of this Agreement.

4.3 The Supplier will be responsible for providing any equipment, tools and consumables which the Supplier needs to enable the Supplier to provide the Services, and also for correcting any defective work which will be undertaken at the Supplier's own cost.

5. Fees

5.1 In consideration of the Services rendered by the Supplier under this Agreement, the AAT shall pay to the Supplier the fees set out in the relevant Purchase Order.

5.2 The AAT shall not be obliged to reimburse the Supplier for any expenses unless these have been approved in advance and in writing by AAT.

5.3 The Supplier will submit an invoice for the fees (and any approved expenses) by email at the end of each calendar month to accountspayable@aat.org.uk (or by such method as the AAT may specify from time to time), quoting the relevant Purchase Order number, and detailing the work undertaken together with any other information which the AAT, may reasonably request

- from time to time. Such invoices will detail any VAT separately (if applicable).
- 5.4 Unless otherwise agreed by AAT and the Supplier in writing or if there is a dispute relating to the amount of the invoice, AAT will pay the invoice from the Supplier within thirty (30) days of receipt by AAT of an AAT approved invoice.
- 5.5 The AAT shall (without prejudice to any other rights or remedies) be entitled to deduct from any sum payable to the Supplier, any debt or other amount owed by the Supplier to the AAT or the AAT Group and/or may suspend payment of any sums due in the event of the Supplier failing to perform its obligations.
- 5.6 If any party (the **"Paying Party"**) fails to pay the other party any sum payable by it on the due date for payment under this Agreement (other than in the case of a bona fide dispute) the Paying Party shall pay interest on the overdue sum for the period from and including the due date of payment up to the date of actual payment of the full amount (after as well as before judgment) at a rate of one percent (1%) per year above the UK base rate from time to time of Barclays Bank plc.

6. Disputes

- 6.1 Should the Supplier have any complaint or dispute regarding any aspect of the Supplier's relationship with the AAT, the Supplier should raise this with AAT as soon as possible.
- 6.2 Both the AAT and the Supplier shall attempt in all good faith to resolve through discussion and negotiation any disputes or complaints that may arise under this Agreement.

7. Termination

- 7.1 Without affecting any other right or remedy available to it, the AAT may terminate this Agreement immediately without giving prior notice and without any liability to make any further payment to the Supplier other than in respect of amounts accrued before the date of termination calculated in accordance with the provisions of this Agreement should the:
- (a) Supplier not carry out the Services for 2 weeks or more; or
- (b) Supplier not perform the Services to the standard required by AAT; or
- (c) Supplier neglect, refuse or fail to carry out any of the Services assigned to the Supplier and agreed with the Supplier; or
- (d) Supplier does anything which, in the opinion of the AAT, is detrimental to the AAT or the AAT Group's reputation or interests, or which brings or may bring the AAT into disrepute; or
- (e) Supplier be in material breach of this Agreement; or
- (f) Supplier be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Supplier within 7 days of receipt by the Supplier of a notice from the AAT specifying the breach and requiring its remedy; or
- (g) Supplier be convicted of any offence involving any act of fraud or dishonesty; or
- (h) Supplier enter into liquidation or bankruptcy or any arrangement with or for the benefit of the Supplier's creditors or become unable or refuse or neglect to carry out or complete the Services; or
- (i) Supplier is acquired by or merged with any third party; or
- (j) Supplier commits any offence under the Bribery Act 2010.
- 7.2 Notice should be served:
- (a) by the Supplier: to the AAT at the AAT's registered office
- (b) by AAT: to the Supplier's last known address.
- 7.3 The proper exercise by the AAT of its right of termination under this clause shall be without prejudice to any other rights or remedies which the AAT may have or be entitled to exercise against the Supplier.
- 7.4 On termination or expiry of this Agreement all Products, books, papers, drawings, designs, documents, records, computer software and Confidential Information of AAT kept or made by or in the Supplier's possession or control and relating to the Services, the businesses of the AAT and all other property of the AAT shall be immediately returned to the AAT.
- 7.5 Expiry or termination of this Agreement shall be without prejudice to any rights accrued up to the date of termination or any provisions which expressly or impliedly survive termination.

8. Indemnity

- 8.1 The Supplier shall indemnify on demand the AAT and the AAT Group in full against any and all claims, liabilities, actions, proceedings, costs and expenses (including legal fees), losses,

- damages and demands arising out of or resulting from breach of this Agreement or any act or omission or default by the Supplier.
- 8.2 Without prejudice to clause 8.1 the Supplier shall at its own cost maintain and keep in force such insurances as may be reasonably required given the nature of the Services or as may be requested by AAT from time to time. The Supplier shall provide to AAT a copy of a valid insurance certificate at its request.
- 8.3 The rights of AAT under this Agreement are additional to its rights at common law and under statute.
- 8.4 This clause 8 shall not apply so as to exclude or restrict either party's liability for fraudulent misrepresentation or for death or personal injury caused by its (including its employees', agents' and subcontractors' negligence).

9. Confidential information

The Supplier agrees to treat as secret and confidential and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any Confidential Information except as required by the AAT or the AAT Group in connection with the Supplier's performance of this Agreement or as required by law.

10. Data Protection

- 10.1 In this Clause 10 the expressions, "Controller", "Data Subject", "Personal Data", "Personal data breach", "Processing" and "Special Categories of Personal Data" shall have the meaning set out in the Data Protection Legislation.
- 10.2 Each party shall comply with the Data Protection Legislation and shall not process Personal Data in a manner that will or is likely to result in the other party breaching its obligations under the Data Protection Legislation.
- 10.3 If, as part of the Services, the Supplier is required to process Personal Data on behalf of AAT then the parties acknowledge that for the purposes of the Data Protection Legislation, AAT is the Controller and the Supplier is the Processor and the following provisions of this clause 10 shall apply.
- 10.4 The scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of Data Subjects shall be determined by the parties in writing.
- 10.5 The Supplier shall;
- (a) process that Personal Data only on the written instructions of AAT and in accordance with its duties under applicable Data Protection Legislation and only pursuant to the performance of the Services;
- (b) ensure that it has in place 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;
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of AAT has been obtained and the following conditions are fulfilled:
- (i) AAT or the Supplier has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) 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; and
- (iv) the Supplier complies with reasonable instructions notified to it in advance by AAT with respect to the processing of the Personal Data;
- (e) assist AAT in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify AAT without undue delay, and in any event within 24 hours, of becoming aware of a Personal Data breach;
- (g) at the written direction of AAT, delete or return Personal Data and copies thereof to AAT on termination of the Agreement other than

- any back-up copies which Supplier is required to retain for compliance with applicable laws or regulatory requirements provided that such copies are kept confidential and secure in accordance with this Agreement;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause and provide copies of same to AAT on request; and
- (i) allow for audits or inspections by AAT or AAT's designated representative or auditor in order to demonstrate its compliance with this clause.
- 10.6 The Supplier shall not appoint any third party processor of Personal Data under this agreement without AAT's prior written consent. Where AAT gives its consent to the appointment of a third party processor the Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between AAT and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.
- 11. Whistleblowing**
Legislation makes individuals responsible for reporting certain breaches in ethics, such as issues of health and safety or money laundering. If the Supplier has concerns that ethics either are in danger of being or have been compromised or that there is some other breach of a legal obligation or other wrongdoing, the Supplier should bring the Supplier's concerns to the attention of AAT.
- 12. Intellectual Property**
- 12.1 All Intellectual Property Rights (including in any Products) made, originated or discovered by the Supplier during the course of providing the Services shall be owned by the AAT which reserves complete freedom to decide what action, if any, should be taken in respect of any such Intellectual Property Rights.
- 12.2 The Supplier hereby to the AAT (with full title guarantee) all Intellectual Property Rights (including in any Products) made, originated or discovered by the Supplier during the course of performing the Services under this Agreement. In respect of the foregoing the Supplier unconditionally and irrevocably waives all moral rights insofar as permitted by applicable law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Supplier holds legal title in these rights and inventions on trust for the AAT.
- 12.3 The Supplier undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the AAT and at any time either during or after termination or expiry of this Agreement, as may, in the opinion of the AAT, be necessary or desirable to vest the Intellectual Property Rights (set out above) in, and register or obtain patents or registered designs in, the name of the AAT and to defend the AAT against claims that works embodying Intellectual Property Rights (set out above) infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights (set out above).
- 12.4 The Supplier acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Supplier in respect of the performance of the obligations under this clause 12.
- 12.5 Nothing in this Agreement shall transfer or assign any Intellectual Property Rights which were created or acquired by the Supplier or by the AAT prior to or independently of this Agreement.
- 12.6 To the extent that such rights are not assigned to the AAT above, the AAT shall be entitled to use such Intellectual Property Rights in the Products and any material generated by the Supplier in the performance of the Services to the extent necessary to make full use of the Products and any material generated by the Supplier in the performance of the Services and the Supplier licences (or shall procure such licence for) the AAT to continue to use such Intellectual Property Rights on a royalty free, irrevocable and perpetual basis after the termination of this Agreement.
- 13. Assignment and Subcontracting**
The Supplier shall not without the prior written consent of the AAT be entitled to assign, sub-let or sub-contract all or part of its rights and obligations under this Agreement.
- 14. Independent Contractor**
The relationship of the Supplier to the AAT will be that of independent contractor and nothing in this Agreement shall render it an employee, worker, agent or partner of the AAT and the Supplier shall not hold itself out as such.
- 15. Previous agreement**
This Agreement supersedes any previous written or oral agreement between the parties in relation to the matters dealt within it. It contains the whole agreement between the parties (except for those terms implied by law which cannot be excluded by the agreement of the parties) in relation to the subject matter of this Agreement.
- 16. Waiver**
Failure of the Supplier or the AAT to insist upon strict performance of any provision of this Agreement or the failure of the Supplier or the AAT to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by the Supplier and by AAT.
- 17. Variation**
Any waiver or amendment of any provisions of this Agreement shall be effective only if made by an express written agreement between the parties. AAT may from time to time in its absolute discretion amend its Relevant Policies. Such amendments shall become effective from the date on which they are notified to the Supplier which, for the avoidance of doubt, may include a general notice posted on AAT's website or other means.
- 18. Third party rights**
Any company in the AAT Group and any shareholder, officer or employee of the AAT or any AAT Group company may enforce the terms of this Agreement where such term is expressed to be for such company or person's benefit in accordance with the Contracts (Rights of Third Parties) Act 1999. The consent of any party who is not a party to this Agreement shall not be required for the variation or termination of this Agreement even if that variation or termination affects the benefits on such party.
- 19. Statements**
With the exception of statements made fraudulently, the Supplier and the AAT agree that neither shall have any remedy in respect of any untrue statement made upon which the Supplier or the AAT relied in entering this Agreement and that the only remedies can be for breach of contract.
- 20. Governing law**
This Agreement will be governed by and interpreted in accordance with the laws of England and Wales. Subject always to the provisions of clause 6, the Supplier and the AAT agree that any disputes arising out of this Agreement shall be subject to the non-exclusive jurisdiction of the English courts.