

<p>1 Interpretation</p> <p>1.1 In these Contract Terms: "Authorised User" means any person or company authorised by the FCA to receive the Goods and/or the Services; "Beneficiary" means any Authorised User or FCA Entity; "Contract Terms" means these standard terms and conditions of purchase and includes any special terms agreed in writing between the FCA and the Supplier; "Contract" means each contract for the sale and purchase of the Goods and the supply and acquisition of the Services on these Contract Terms; "Control" means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and "Controlled" shall be construed accordingly); "FCA" means The Financial Conduct Authority (a company registered in England with Company Number 1920623) whose registered office is at 12 Endeavour Square, London, E20 1JN and includes any successors and assignees of The Financial Conduct Authority and any body which assumes some or all of the Financial Conduct Authority's functions and / or responsibilities; "FCA Entity" means any subsidiary company or other organisation Controlled by the FCA from time to time (including without limitation the PSR); "Goods" means the goods (including any instalment, component, part of or raw materials used in such goods) described in the Order; "Order" means the FCA's order (identified by a purchase order number issued by the FCA to the Supplier); "Price" means the price of the Goods or the Services or both as set out in the Order; "PSR" means the Payment Systems Regulator; "Services" means the services (if any) described in the Order; "Supplier" means the person, firm or company so described in the Order; and "writing" includes all forms of electronic communication and "written" shall be construed accordingly.</p> <p>1.2 Without prejudice to clause 1.4, except where the context requires otherwise, references to:</p> <p>1.2.1 goods or services being provided to, or other activities being provided for, the FCA;</p> <p>1.2.2 any benefits, warranties, indemnities, rights and/or licences granted or provided to the FCA; and</p> <p>1.2.3 the business, operations, customers, assets, intellectual property rights ("IPR"), agreements or other property of the FCA,</p> <p>shall be deemed to be references to such goods, services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the FCA and the Beneficiaries and the Contract is intended to be enforceable by each of the Beneficiaries.</p> <p>1.3 Obligations of the FCA shall not be interpreted as obligations of any of the Beneficiaries.</p> <p>1.4 The Supplier shall be entitled and obliged to rely upon the authority of the FCA as agent acting within its scope of authority for the Beneficiaries in all matters relating to the Contract, unless the FCA gives the Supplier prior written notice to the contrary. Without prejudice to the foregoing, nothing in this clause 1.4 shall prevent the FCA from seeking and enforcing any remedies under the Contract for and on behalf of the Beneficiaries.</p> <p>2 Basis of Purchase</p> <p>2.1 The Order constitutes an offer by the FCA to purchase the Goods and/or acquire the Services subject to these Contract Terms.</p> <p>2.2 The Supplier shall accept these Contract Terms by accepting an Order (notwithstanding any conditions attached to such acceptance or any purported incorporation of terms other than these Contract Terms) or by delivering any Goods or performing any Services.</p> <p>2.3 These Contract Terms shall apply to each Contract to the exclusion of any other terms and conditions on which any quotation has been given to the FCA or subject to which the Order is accepted or purported to be accepted by the Supplier.</p> <p>2.4 No variation to the Order or these Contract Terms shall be binding unless agreed in writing by the FCA.</p> <p>3 Quality and Description</p> <p>3.1 The quantity, quality, description, packaging and labelling of the Goods and the Services shall be as specified in the Order or as agreed in writing by the FCA.</p> <p>4 Price and Payment</p> <p>4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable VAT (which shall be payable by the FCA subject to receipt of a VAT invoice) but inclusive of all charges for packaging, insurance and delivery of the Goods to the FCA's specified delivery address, and travel and accommodation in the case of Services, and any duties, imposts or levies other than VAT.</p> <p>4.2 Unless otherwise stated in the Order, the Supplier may only invoice the FCA on or after delivery of the Goods or supply of the Services. Invoices will not be accepted unless they quote the relevant Purchase Order number. Invoices shall be addressed to the Financial Conduct Authority, Accounts Payable, 12 Endeavour Square, London, E20 1JN and sent directly via email to accountspayable@fca.org.uk, within 1 working day of the invoice date as stated on the invoice and in a PDF format.</p> <p>4.3 Unless otherwise stated in the Order, the FCA shall pay the Price of the Goods and the Services within 30 days after receipt by the FCA of a proper invoice or, if later, after acceptance of the Goods or Services in question by the FCA.</p> <p>4.4 The FCA shall be entitled to deduct from the Price:</p> <p>4.4.1 any amount which is disputed by the FCA, pending resolution of such dispute (including related costs and expenses); and</p> <p>4.4.2 any sums owing by the Supplier to the FCA on any contract.</p> <p>5 Delivery</p> <p>5.1 The Goods shall be delivered to, and the Services shall be performed at, the place(s) and on the date(s) stated in the Order, in either case during the FCA's usual business hours. The FCA reserves the right to amend any delivery instructions. Delivery shall be deemed to be made on receipt of the Goods and/or the Services by the FCA in accordance with all terms of the Contract.</p> <p>5.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Order, the Supplier shall give the FCA reasonable notice of the specified date and all information reasonably required by the FCA to enable it to accept delivery or performance.</p> <p>5.3 Time of delivery of the Goods and of performance of the Services is of the essence of the Contract. Notwithstanding this, if for any reason the FCA requests delivery or performance to be delayed, the Supplier shall agree to such request at no extra cost to the FCA and the provisions of this clause 5 shall apply to any such revised date for delivery or performance.</p> <p>5.4 A delivery note stating the number of the Order and the description and quantity of Goods supplied must accompany each consignment of the Goods and must be displayed prominently.</p> <p>5.5 Delivery or performance by instalments shall not be accepted by the FCA unless previously agreed in writing.</p> <p>6 Acceptance</p> <p>6.1 The FCA shall be entitled to reject all or any part of the Goods delivered or Services performed which are not in accordance with the Contract, including a right to reject defective Goods even if the defect is minor.</p> <p>6.2 The FCA shall not be deemed to have accepted any Goods and/or Services until the FCA has had a reasonable time to inspect or test them following delivery or, if later, within a reasonable time after any latent defect has been apparent.</p> <p>7 Risk and Property</p> <p>7.1 Risk of damage to or loss of the Goods shall pass to the FCA upon delivery to the FCA in accordance with the Contract. Transit and offloading of the Goods shall be at the Supplier's risk.</p>	<p>7.2 The property in the Goods shall pass to the FCA upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the FCA once payment has been made and the Goods have been appropriated to the Contract.</p> <p>8 Warranties</p> <p>8.1 The Supplier warrants to the FCA that it is fully experienced, qualified, equipped, organised and financed to perform its obligations under the Contract and warrants to the FCA that the Goods:</p> <p>8.1.1 will be of satisfactory quality and fit for their purpose; and</p> <p>8.1.2 will comply with all statutory and similar requirements.</p> <p>8.2 The Supplier warrants to the FCA that the Services:</p> <p>8.2.1 will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for the FCA to expect in all circumstances; and</p> <p>8.2.2 will comply with all statutory and similar requirements.</p> <p>8.3 The warranties set out in this clause 8 shall continue in force (notwithstanding acceptance by the FCA of all or any part of the Goods or Services) for 3 months from the date of first use of the Goods or completed performance of the Services in question.</p> <p>9 Certain Rights and Remedies on Default</p> <p>9.1 Each right or remedy of the FCA is without prejudice to any other right or remedy of the FCA, whether or not under the Contract.</p> <p>9.2 If any Goods or Services are not supplied or performed in accordance with the Contract, then the FCA shall be entitled at any time within the 3 month period from the date of first use and/or completed performance of the Goods and Services:</p> <p>9.2.1 to require the Supplier to repair the Goods or (at the FCA's sole option) to supply replacement Goods or Services in accordance with the Contract within seven days (and the provisions of this clause 9 shall apply to any such repaired or replaced Goods or Services); or</p> <p>9.2.2 whether or not the FCA has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.</p> <p>10 Indemnity and Insurance</p> <p>10.1 The Supplier agrees to indemnify and keep indemnified the FCA from and against all costs, actions, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with the Supplier's negligence, default or breach of the Contract.</p> <p>10.2 The Supplier shall at all times maintain in force, with a reputable insurance company, insurance cover against its liability under the Contract and shall produce satisfactory evidence of such cover to the FCA on demand.</p> <p>11 Force Majeure</p> <p>11.1 Neither the Supplier nor the FCA shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond that party's reasonable control. Illness or shortage of the Supplier's staff, agents or subcontractors, failure or delay by any of the Supplier's suppliers to supply goods, components, services or materials and breach of the Supplier's warranties under clause 8 shall not be regarded as causes beyond the Supplier's reasonable control.</p> <p>12 Termination</p> <p>12.1 The FCA may give notice in writing to the Supplier terminating the Contract with immediate effect if:</p> <p>12.1.1 the Supplier commits any material breach of any of the terms of the Contract and that breach (if capable of remedy) is not remedied within 14 days of notice being given requiring it to be remedied;</p> <p>12.1.2 an order is made or a resolution is passed for the winding-up of the Supplier or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the Supplier or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Supplier's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the Supplier takes or suffers any similar or analogous action in consequence of debt;</p> <p>12.1.3 there is a change of Control of the Supplier; or</p> <p>12.1.4 the Supplier purports to assign its rights or obligations under the Contract.</p> <p>12.2 The FCA shall be entitled to cancel the Contract at any time by serving seven days' written notice on the Supplier.</p> <p>13 Intellectual Property</p> <p>13.1 All IPR in any materials prepared or supplied by the FCA to the Supplier shall remain the property of the FCA.</p> <p>13.2 All IPR in pre-existing materials supplied by the Supplier to the FCA shall remain the property of the Supplier.</p> <p>13.3 All IPR in materials prepared by or developed by the Supplier in connection with the provision of the Services shall vest with, and are hereby assigned to, the FCA.</p> <p>14 Conflicts of Interest</p> <p>14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any employee, servant, agent, supplier or sub-contractor of the Supplier is placed in a position where there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the Supplier or such persons and the duties owed to the FCA under the provisions of the Contract. The Supplier will notify the FCA of any such conflict of interest which may arise. The provisions of this clause 14.1 shall apply during the continuance of this Contract. Similarly where the FCA identifies or becomes aware of any potential conflict affecting the Services, it shall promptly notify the Supplier.</p> <p>15 Confidentiality</p> <p>15.1 All information supplied to the Supplier by the FCA at any time in connection with the Contract shall be regarded as confidential and shall not without the prior written consent of the FCA be published or disclosed to any third party or used by the Supplier except for the purpose of implementing the Order.</p> <p>15.2 The Supplier shall not advertise or announce the supply of the Goods and/or the Services to the FCA, or make use of the FCA's name or brand, without the FCA's prior written consent.</p> <p>15.3 The obligations under this clause 15 shall remain in force notwithstanding completion, cancellation or termination of the Contract.</p> <p>16 General</p> <p>16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.</p> <p>16.2 Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.</p> <p>16.3 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.</p> <p>16.4 The Supplier shall not, without the prior written consent of the FCA, assign, transfer, charge, create a trust in, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.</p> <p>16.5 The FCA may assign or novate the Contract to any Beneficiary. The Supplier warrants and represents that it will (at the FCA's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 16.5.</p> <p>16.6 Subject to clause 1.3, the Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of The Contracts (Rights of Third Parties) Act 1999 except that a Beneficiary or a person who under clauses 16.4 or 16.5 is a permitted successor or assignee, novatee or transferee of the rights or benefits of a party may enforce such rights or benefits.</p>
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