



Terms and Conditions for the Supply of Goods and/or Services

1. Interpretation

The following definitions and rules of interpretation apply in the Conditions (defined below).

1.1 Definitions:

Agreement: the contract between Oasis and the Supplier for the supply of Goods and/or Services in accordance with the Conditions, constituted by the Supplier's countersignature of the Purchase Order, including the Purchase Order and any completed annexes and schedules.

Business Hours: 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

Commencement Date: has the meaning given in clause 2.2.

Commercially Sensitive Information: the information listed in 0 comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to Oasis that, if disclosed by Oasis, would cause the Supplier significant commercial disadvantage or material financial loss.

Conditions: these terms and conditions as amended from time to time in accordance with clause 20.10.

Confidential Information: all information, whether written or oral (however recorded), provided by the disclosing party to the receiving party and which (i) is known by the receiving party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving party to be confidential.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

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).

DP Laws: the Data Protection Act 2018, the General Data Protection Regulation, the Privacy and Electronic Communications Regulations 2003, and all other applicable laws, enactments, regulations, orders, standards and other similar instruments, each as may be amended or superseded from time to time.

EIRs: the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.



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Expiry Date: the date for expiry of the Agreement as set out in the Purchase Order.

Goods: the goods (or any part of them) set out in the Purchase Order to be provided by the Supplier (including instruction or maintenance manuals thereto).

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by Oasis and the Supplier.

FOIA: the Freedom of Information Act 2000;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Key Personnel: any persons specified as such in the Purchase Order or otherwise notified as such by Oasis to the Supplier in writing.

Modern Slavery Legislation: all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

Oasis: means the buyer Oasis Community Learning, a company registered in England and Wales with company number 05398529.

Oasis' Mandatory Policies: Oasis's business policies as listed in Schedule 1.

Oasis Materials: has the meaning set out in clause 5.3(i).

Purchase Order: Oasis's order for the supply of Goods and/or Services, as set out in the letter from Oasis to the Supplier printed above the Conditions.

Purchase Order Number: Oasis's unique number relating to the supply of the Goods and/or Services; also referred to as PO.

Services: the services, including any Deliverables, to be provided by the Supplier under the Agreement as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by Oasis and the Supplier, including as to quantity, description and quality.

Staff: all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement.



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Staff Vetting Procedure: vetting procedures which accord with good industry practice or, where requested by Oasis, Oasis's procedures for the vetting of personnel as provided to the Supplier in Schedule 5.

Supplier: the person or company from whom Oasis purchases the Goods and/or Services.

Working Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

VAT: value added tax chargeable from time to time in accordance with the provisions of the Value Added Tax Act 1994.

1.2 Interpretation:

- (a) A reference to a numbered clause is a reference to the relevant clause in the Conditions, and the headings to the clauses are for information only and do not affect the interpretation of the Agreement.
- (b) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (c) A reference to a party includes its personal representatives, successors and permitted assigns.
- (d) 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.
- (e) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Basis of Agreement

- 2.1 The Purchase Order constitutes an offer by Oasis to purchase Goods and/or Services from the Supplier in accordance with the Conditions.
- 2.2 The Purchase Order shall be deemed to be accepted on receipt by Oasis of a copy of the Purchase Order countersigned by the Supplier within 7 days of the date of the Purchase Order, at which point and on which date the Agreement shall come into existence (**Commencement Date**) and shall continue until the earlier of the Expiry Date or until terminated in accordance with clause 17.
- 2.3 The 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 law, trade custom, practice or course of dealing.



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2.4 All of the Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. Supply of Goods

3.1 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) and fit for any purpose held out by the Supplier or made known to the Supplier by Oasis, expressly or by implication, and in this respect Oasis 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;
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- (e) be accompanied by clear and informative instructions.

3.2 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.

3.3 Oasis may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

3.4 If following such inspection or testing Oasis considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Oasis shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Oasis may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the 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



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Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- (c) it states clearly on the delivery note any requirement for Oasis to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Purchase Order;
- (b) to Oasis's premises at the address specified in the Purchase Order or as instructed by Oasis before delivery (**Delivery Location**); and
- (c) during normal Business Hours, or as otherwise instructed by Oasis.

4.3 The Supplier shall not deliver the Goods in instalments without Oasis's prior written consent. Where it is agreed that the Goods are to be delivered by 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 an instalment shall entitle Oasis to the remedies set out in clause 6.1.

4.4 Delivery of the Goods shall be deemed completed on the completion of unloading of the Goods at the Delivery Location and satisfactory checking of the Goods by Oasis. Title and risk in the Goods shall pass to Oasis on completion of delivery.

5. Supply of Services

5.1 The Supplier shall from the Commencement Date and for the duration of the Agreement supply the Services to Oasis in accordance with the terms of the Agreement.

5.2 The Supplier shall meet any performance dates for the Services which are specified in the Purchase Order or that Oasis notifies to the Supplier.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with Oasis in all matters relating to the Services, and comply with all instructions and guidelines issued by Oasis from time to time;
- (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;



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- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Purchase Order and the Service Specification and ensure that the Deliverables will conform with all descriptions and specifications set out in the Service Specification and shall be fit for any purpose that Oasis expressly or impliedly makes known to the Supplier;
- (e) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Oasis, will be free from defects in workmanship, installation and design;
- (f) obtain and at all times maintain all licences, permissions, authorisations, consents and permits which may be required for the provision of the Services;
- (g) comply, and ensure that the Staff comply, with Oasis' Mandatory Policies and all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Oasis's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Oasis to the Supplier (**Oasis Materials**) in safe custody at its own risk, maintain the Oasis Materials in good condition until returned to Oasis, and not dispose or use the Oasis Materials other than in order to satisfy the Supplier's obligations under the Agreement; and
- (j) not do or omit to do anything which may cause Oasis to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Oasis may rely or act on the Services.

6. Remedies available to Oasis

6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Oasis shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by Oasis in obtaining substitute goods and/or services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and



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- (e) to claim damages for any additional costs, loss or expenses incurred by Oasis which are in any way attributable to the Supplier's failure to meet such dates.

- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Oasis shall have one or more of the following rights, whether or not it has accepted the Goods:
 - (a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - (b) to reject the 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, or to provide a full refund of the price of the rejected Goods;
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by Oasis in obtaining substitute goods from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by Oasis arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

- 6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, Oasis shall have one or more of the following rights:
 - (a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to provide repeat performance of the Services within seven (7) days, or to provide a full refund of the price paid for the Services;
 - (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by Oasis in obtaining substitute services or deliverables from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by Oasis arising from the Supplier's failure to comply with clause 5.3(d).

- 6.4 The Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.



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6.5 Oasis's rights and remedies under the Agreement are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. Premises and equipment

7.1 Oasis shall:

- (a) provide the Supplier with reasonable access at reasonable times to Oasis's premises for the purpose of providing the Goods and/or Services. All equipment, tools and vehicles brought onto Oasis's premises by the Supplier or the Staff shall be at the Supplier's sole risk;
- (b) be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on Oasis's premises the Supplier shall, and shall procure that all Staff shall, comply with Oasis's security requirements, including Oasis' Mandatory Policies; and
- (c) provide such necessary information for the provision of the Goods and/or Services as the Supplier may reasonably request.

7.2 If the Supplier supplies any of the Goods and/or Services at or from Oasis's premises, on delivery of the Goods to Oasis, completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate Oasis's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Goods and/or Services and leave Oasis's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to Oasis's premises or any objects contained on Oasis's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

7.3 Any equipment provided by Oasis for the purposes of the Agreement shall remain the property of Oasis and shall be used by the Supplier and the Staff only for the purpose of carrying out the Supplier's obligations under the Agreement. Such equipment shall be returned promptly to Oasis on expiry or termination of the Agreement.

7.4 Equipment supplied by Oasis shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless Oasis is notified otherwise in writing within 5 Working Days. The Supplier shall reimburse Oasis for any loss or damage to the equipment caused by the Supplier or any Staff (other than deterioration resulting from normal and proper use).

7.5 If the Supplier provides any of the Goods and/or Services at or from its premises or the premises of a third party, the Supplier shall, at its own cost, comply with all security requirements specified by Oasis in writing and Oasis may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Goods and/or Services are supplied at or from the relevant premises.



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8. Personnel

8.1 The Supplier shall:

- (a) ensure that each of the Supplier's Staff is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (b) ensure that there is an adequate number of Supplier Staff to provide the Services in accordance with the Agreement;
- (c) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures detailed in Schedule 5;
- (d) ensure that each of the Supplier's Staff is paid at a rate no lower than the London Living Wage then in force, as set and updated by the Living Wage Foundation from time to time;
- (e) if requested, provide Oasis with a list of the names and addresses (and any other relevant information) of all persons who may require admission to Oasis's premises in order for the Supplier to carry out its obligations under the Agreement;
- (f) procure that all Staff comply with any rules, regulations and requirements reasonably specified by Oasis, including Oasis' Mandatory Policies;
- (g) ensure that it appoints the named Key Personnel as the individuals who shall be responsible for the matters allocated to such Key Personnel and who shall be retained on the implementation and/or operation of the Services for such time as the individual is required to perform the role which has been allocated to the applicable Key Personnel;
- (h) not remove or replace any of the Key Personnel from supplying the Goods and/or Services unless requested to do so by Oasis, the individual is on long-term sick or parental leave, the element of the Services in respect of which the individual was engaged has been completed to Oasis' satisfaction, the individual resigns from their employment with the Supplier, or the Supplier obtains the prior written consent of Oasis; and
- (i) inform Oasis of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified, and their appointment shall be subject to the prior written agreement of Oasis (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skill to the Key Personnel being replaced and be suitably qualified to be responsible for the matters allocated to such Key Personnel in relation to the Goods and/or Services.

8.2 If Oasis reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- (a) refuse admission to Oasis's premises for the relevant person(s);



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- (b) direct the Supplier to end the involvement of the relevant person in the provision of the Goods and/or Services; and/or
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by Oasis to the person removed is surrendered, and the Supplier shall comply with any such notice.

9. Charges and payment

9.1 The price for the Goods:

- (a) shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
- (b) shall be inclusive of all costs and expenses of the Supplier which are directly incurred in connection with the Supplier's performance of its obligations under the Agreement, including the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Oasis.

9.2 The charges for the 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 in writing by Oasis, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

9.3 In respect of the Goods, the Supplier shall invoice Oasis on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Oasis on completion of the Services. Each invoice shall include such supporting information required by Oasis to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied.

9.4 In consideration of the supply of the Goods and/or Services by the Supplier, Oasis shall pay to the Supplier the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

9.5 All amounts payable by Oasis under the Agreement are exclusive VAT. Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to Oasis, Oasis 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 as payment is due for the supply of the Goods and/or Services.

9.6 If Oasis fails to make a payment due to the Supplier under the Agreement by the due date, then Oasis shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.6 will accrue each day at 2% a year above the Bank of England's base rate from time to time.



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9.7 Oasis may at any time, without notice to the Supplier, set off any liability of the Supplier to Oasis against any liability of Oasis to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. If the liabilities to be set off are expressed in different currencies, Oasis may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Oasis of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

10. Governance and records

10.1 The Supplier shall:

- (a) attend progress meetings with Oasis at the frequency and times specified by Oasis and shall ensure that its representatives are suitably qualified to attend such meetings; and
- (b) submit progress reports to Oasis at the times and in the format specified by Oasis.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the parties, full and accurate records of the Agreement including the Goods and/or Services supplied under it and all payments made by Oasis to the Supplier. The Supplier shall allow Oasis (and/or Oasis's representatives) to access those records at all reasonable times on request.

11. Intellectual property rights

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Oasis Materials) shall be owned by the Supplier.

11.2 The Supplier grants to Oasis, or shall procure the direct grant to Oasis of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Oasis Materials) for the purpose of receiving and using the Services and the Deliverables.

11.3 Oasis grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy any materials provided by Oasis to the Supplier for the term of the Agreement for the purpose of providing the Services to Oasis.

11.4 All Oasis Materials are the exclusive property of Oasis.

12. Indemnity

12.1 The Supplier shall indemnify, and keep indemnified, Oasis in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a



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full indemnity basis) and all other professional costs and expenses) suffered or incurred by Oasis arising out of or in connection with:

- (a) any claim made against Oasis 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, use or supply of the Services (excluding Oasis Materials);
- (b) any claim made against Oasis by a third party 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) any claim made against Oasis by a third party 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

During the Agreement [and for a period of [1] year after termination of the Agreement], the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on Oasis's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. Confidentiality

14.1 Each party undertakes that it shall not at any time during the Agreement and for a period of five years after termination of the Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clauses 14.2 and 14.3.

14.2 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, or to meet any regulatory requirements imposed on them. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information must comply with this clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Oasis may further disclose the Supplier's Confidential Information:



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- (a) on a confidential basis to the employees, agents, consultants and contractors of Oasis;
- (b) to the extent that Oasis (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (c) in accordance with clause 15 below.

And for the purposes of this clause 14.3, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on Oasis under this clause 14.

14.4 Except as expressly provided for in this clause 14, neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

15. Data Protection

15.1 In this clause **Controller**, **Processor**, **Data Subject** and **Personal Data** shall have the meanings as defined in the DP Laws

15.2 Each party agrees:

- (a) to comply with the DP Laws and not knowingly to do or omit to do anything which would result in a breach by the other party of DP Laws;
- (b) to provide reasonable assistance to the other party to enable it to comply with DP Laws.

15.3 Any breach of clause 15 by the Supplier shall be deemed a material breach of the Agreement and shall entitle Oasis to terminate the Agreement in accordance with clause 17.

Supplier as a Processor

15.4 To the extent that Supplier processes any Personal Data on behalf of Oasis while performing the Services, the parties agree that Supplier shall do so as a Processor and that Oasis shall be the Controller and clauses 15.5 to 15.10 below and 0 shall apply. For the avoidance of doubt, where the Supplier is a Processor, clauses 15.1 to 15.3 shall still apply.

15.5 The Supplier shall:

- (a) only carry out processing of any such Personal Data on Oasis's documented instructions from time to time;
- (b) take and/or implement all appropriate technical and organisational measures against unauthorised or unlawful processing of such Personal Data, and against accidental loss, alteration or destruction of, or damage to, such Personal Data, and ensure the security of such data at all times;



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- (c) notify Oasis immediately of any security breach affecting any Personal Data;
- (d) not modify, amend or alter the contents of such Personal Data other than as strictly necessary for the purposes of performing the Services;
- (e) not disclose or permit the disclosure of any such Personal Data to a Data Subject or other third party unless authorised in writing by Oasis;
- (f) only use and process such Personal Data in accordance with the terms of this Agreement and in compliance with the provisions of the DP Laws, and only then to the extent absolutely necessary for and in connection with the performance of the Services;
- (g) only transfer such personal data to countries outside the European Economic Area with Oasis' authority and subject to appropriate protections as required by DP Laws;
- (h) inform Oasis' Data Protection Officer (as detailed in 0) in writing immediately if it thinks it has been given an instruction which does not comply with the DP Laws;
- (i) co-operate with the supervisory authority (including the Information Commissioner's Office) on request;
- (j) on termination of this Agreement or any earlier termination of Supplier's right or obligation to process Personal Data on Oasis's behalf, and as otherwise directed by Oasis in respect of such Personal Data, Supplier shall either:
 - (i) destroy the Personal Data and all copies thereof; or
 - (ii) transfer the Personal Data to Oasis or such other third party as Oasis may direct;

unless storage or other processing of the Personal Data is required by law.

- 15.6 If Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to compliance by it or Oasis with the DP Laws (including requests from Data Subjects for the exercising of their statutory rights), Supplier shall promptly notify Oasis and shall provide it with full co-operation and assistance in relation to any such complaint, notice or communication.
- 15.7 Supplier shall provide reasonable assistance to Oasis, having regard to the nature of processing and the information available to Supplier in order to assist Oasis to comply with its obligations under the DP Laws (including the notification of a Personal Data breach to the relevant regulator or to the Data Subject(s) affected, the preparation of data protection impact assessments, where appropriate).
- 15.8 Supplier shall keep and provide to Oasis on request a record of Supplier's use of the Personal Data and processing activities and shall make available to Oasis all information necessary (and allow for and contribute to audits or inspections) to demonstrate compliance with Supplier's data processing obligations set out in this Agreement.



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- 15.9 Supplier shall ensure that its employees or other representatives who are authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 15.10 Oasis hereby authorises Supplier to engage the third parties listed at Schedule 3 as subprocessors. Oasis hereby authorises Supplier to engage new third parties to process the Personal Data on its behalf in connection with the performance of the Services provided that Supplier:
- (a) gives Oasis prior notice of any new appointment of any such sub-processor before authorising any such new sub-processor to process Personal Data, such notice to be given no less than thirty (30) days before any sub-processing commences. If Oasis objects (such objection to be exercised reasonably) to Supplier's use of a new sub-processor Oasis shall be entitled to terminate the Agreement upon written notice provided that such notice is given within fourteen (14) days of receipt of Supplier's notification of the appointment of the sub-processor, which shall be the extent of Oasis's remedies.
 - (b) enters into a written subcontract with such third party to ensure that it only processes the Personal Data in performing the specific obligations required of it under the subcontract and on data processing terms no less onerous than those which bind Supplier under clauses 15.5 to 15.10 (in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the DP Laws); and
 - (c) remains at all times fully liable under the terms of this Agreement for all obligations in respect of the Personal Data, including for all acts or omissions of any third party sub-processor.

16. Freedom of Information

- 16.1 The Supplier acknowledges that Oasis is subject to the requirements of the FOIA and the EIRs. The Supplier shall
- (a) provide all necessary assistance and cooperation as reasonably requested by Oasis to enable Oasis to comply with its obligations under the FOIA and EIRs;
 - (b) transfer all requests for information or apparent requests for information under the FOIA or the EIRs (**Requests for Information**) received which relate to the Agreement to Oasis as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide Oasis with a copy of all Information (as defined in the FOIA) belonging to Oasis requested in the Request For Information which is in the Supplier's possession or control in the form that Oasis requires within 5 Working Days (or such other period as Oasis may reasonably specify) of Oasis' request for such Information; and



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- (d) not respond directly to a Request For Information unless authorised by Oasis to do so in writing.

16.2 The Supplier acknowledges that Oasis may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. Oasis shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Agreement), Oasis shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

17. Termination

17.1 Without affecting any other right or remedy available to it, Oasis may terminate the Agreement:

- (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 Oasis's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
 - (iii) the Supplier commits a breach of clause 5.3(g),
- (b) at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) after the date of service of the relevant notice.

17.2 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 in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, 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



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- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

18. Consequences of termination

- 18.1 On termination of the Agreement, the Supplier shall immediately deliver to Oasis all Deliverables, whether or not then complete, and return to Oasis all Oasis Materials and any requested documents, information and data. If the Supplier fails to do so, then Oasis may enter the Supplier's premises and take possession of the Oasis Materials, and Deliverables. Until they have been returned or delivered to Oasis by the Supplier, the Supplier shall be solely responsible for the safe keeping of any Oasis Materials, Deliverables and the requested documents, information and data, and will not use them for any purpose which is not connected with the Agreement.
- 18.2 Termination or expiry of the Agreement shall not affect 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.
- 18.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

19. Force majeure

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for a period of more than two (2) months, either party may terminate the Agreement by giving written notice to the other party.

20. General

20.1 Assignment and other dealings.

- (a) Oasis may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Agreement.
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Oasis, which may impose additional terms.
- (c) Where Oasis has provided the necessary written consent to sub-contracting under clause 20.1(b) above, the Supplier shall, at the request of Oasis, send copies of each



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sub-contract to Oasis as soon as is reasonably practicable. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 20.2 Anti-bribery: The Supplier shall not, in the performance of its obligations under the Agreement, act in a manner that constitutes a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010. The Supplier shall comply with any policy or procedure governing anti-bribery imposed by Oasis and warrants that in providing the Goods and/or Services, it will not induce or improperly reward any third party, including any public official (including any Oasis employee), to act improperly. For the purposes of this condition to act improperly shall be interpreted in accordance with the Bribery Act 2010. Oasis shall be entitled to terminate the Agreement immediately and to recover from the Supplier the amount of any loss resulting from a breach of this clause 20.2.
- 20.3 Modern Slavery: In performing its obligations under the Agreement, the Supplier shall comply with the Modern Slavery Legislation and the Supplier represents, warrants and undertakes to Oasis that it conducts its business in a manner that is consistent with the Modern Slavery Legislation.
- 20.4 Notices.
- (a) Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post to the address of the relevant party as set out in the Purchase Order, or subject to clause 20.4(d) below, sent by email to the address of the relevant party as specified in the Purchase Order, or such other address as may be notified to it by the other party in writing from time to time;
 - (b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post, at 9.00 am on the second Working Day after posting; if sent by email, at the time of transmission (unless an error message is received), or, if this time falls outside Business Hours, when Business Hours resume.
 - (c) This clause 20.4 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
 - (d) Notices under Termination (clause 15) and Force Majeure (clause 19) may be served by email only if the original notice is then sent to the other party by hand or by pre-paid first-class post in the manner set out in clause 20.4(a).
- 20.5 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision



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shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 20.5 shall not affect the validity and enforceability of the rest of the Agreement.

- 20.6 Waiver. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.7 No partnership or agency. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 20.8 Entire agreement. 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.
- 20.9 Third party rights. Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 20.10 Variation. Except as set out in the Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 20.11 Dispute Resolution. If a dispute arises out of or in connection with the Agreement the parties will, following a written request from one to the other, attempt in good faith to resolve the dispute (a) through discussions between a representative of each of Oasis and the Supplier at operative level, failing which; (b) by escalation of the dispute to an appropriately senior representative of each party. If the dispute cannot be resolved by the parties within one (1) month of being escalated as referred to in (b) above, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the Mediator) appointed by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings. If the Parties fail to appoint a Mediator within one (1) month, or fail to enter into a written agreement resolving the dispute within one (1) month of the Mediator being appointed, either party may exercise any remedy it has under applicable law. No party may commence any court proceedings in relation to any dispute



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arising out of this Agreement until it has attempted to settle the dispute through the discussions referred to above in this clause.

20.12 Governing law. 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.

20.13 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Supplier Acceptance

The supplier hereby agrees that the Contract shall be subject to these Conditions to the exclusion of all other Terms & Conditions

Signed for and on behalf of the supplier:

Signature 1

Signature 2

Print Name:

Print Name:

Signed:

Signed:

Position:

Position:

Date:

Date:

Oasis Acceptance

Signature 1

Signature 2

Print Name:

Print Name:

Signed:

Signed:

Position:

Position:

Date:

Date:



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Schedule 1 Oasis' Mandatory Policies

Oasis' Mandatory Policies are:

- [Safeguarding Policy]
- [Data and Privacy Policy].
- [Security Policy].
- [Health & Safety Policy]



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Schedule 2 Commercially Sensitive Information

[Insert pricing and other commercial information such as rebates or price breaks]



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Schedule 3 Service Level Agreement

[Insert details of any Service Specification or Service Level Agreement (e.g., response time, uptime availability KPIs etc)]



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Schedule 4 Data processing details

[Complete where Supplier is a processor]

1. The data processing details are as follows:
 - a. Nature and purpose of processing: as set out in the Agreement.
 - b. Duration of processing: for the duration of the Agreement.
 - c. Categories of data subject: [e.g. staff, contractors, pupils].
 - d. Types of personal data processed: [e.g. name, email address, address, phone number, age and date of birth, gender and title, correspondence, qualifications].
 - e. List all sub-processors:
 - f. Processor's Data Protection Officer, name and contact details:



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Schedule 5

Contractor Vetting & Barring Checks

[Select the relevant Option and delete all others – by signing the contract, the contractor and Oasis confirm that all checks within the relevant option have been completed]

Self- employed - Where the work performed does not require unsupervised access to our students (for example, a decorator who is working on site during school hours, but in a segregated area)

“Unsupervised” shall mean, contact with OCL Students which is not supervised by an OCL Employee

The Contractor shall use all reasonable endeavours to ensure that they do not have unsupervised contact with OCL Students. In the event that contact with OCL Students is required to perform the Work, the Contractor will immediately notify [the Principal] [the Head of National Service] to allow arrangements to be made to supervise the Contractor throughout the performance of the Work.

OR

Self – employed – Where the work performed does require unsupervised access to our students but is not a regulated activity (for example, a decorator who is working on site during school hours in areas where contact is likely)

The Work does not require nor necessitate contact with OCL Students however it is recognised by the Parties that by virtue of the Work, unsupervised contact with OCL Students is likely to occur.

The Contractor shall, prior to the commencement of the Work produce to OCL:

- Photographic evidence of their identity
- Proof of their right to work in the UK
- An Enhanced Disclosure & Barring Certificate
- [A certificate of good conduct or criminal record check from each Country in which the Contractor has lived or work for more than 6 months during the 10 years prior to the commencement of the Work]
- Evidence of any qualification or professional registration necessary to undertake the Work

And shall verify:

- They are medically fit to undertake the Work

Depending on the frequency of contact that the Contractor has or is likely to have with OCL students, OCL may at its absolute discretion require, and the Contractor confirms their consent to OCL undertaking, a Barred List Check, to confirm the Contractor is not barred from working with children, young people or vulnerable adults.

The Enhanced Disclosure and Barring Certificate must have been obtained within the 3 months prior to the commencement of the Work or must be registered to allow OCL to undertake an update check, to which the Contractor must provide their consent.

OR



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Self – employed – Where the work performed does require unsupervised access to our students and is undertaking a regulated activity

The Parties agree that the Work constitutes “Regulated Activity” for the purposes of the Safeguarding Vulnerable Groups Act 2006.

The Contractor shall, prior to the commencement of the Work, produce to OCL:

- Photographic evidence of their identity
- Proof of their right to work in the UK
- An Enhanced Disclosure and Barring Certificate with Barred List Check
- A certificate of good conduct or criminal record check from each Country in which the Contractor has lived or work for more than 6 months during the 10 years prior to the commencement of the Work
- Evidence of any qualification or professional registration necessary to undertake the Work

And shall verify:

- They are medically fit to undertake the Work
- [They are not “disqualified” pursuant to Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018]

The Contractor agrees that OCL may undertake such checks as are necessary to verify that the Contractor is not disqualified or subject of a prohibition or interim prohibition order (under the Education Act 2002 or the Education & Skills Act 2008 or by another EEA country)

On request by OCL, the Contractor shall undertake such safeguarding and/or data protection training as OCL may at its absolute discretion require, any associated costs to be borne by the Contractor.

The Enhanced Disclosure and Barring Certificate with Barred List Check must have been obtained within the 3 months prior to the commencement of the Work or must be registered to allow OCL to undertake an update check, to which the Contractor must provide their consent.

OR

Legal entity – Where the work performed does not require unsupervised access to our students (for example, a builder who is building a new science block, within the school grounds but within a “building site”)

The Contractor will use its best endeavours to ensure that its Workers have no unsupervised access to OCL students any time during the Work, including but not limited to:

- Instructing its Workers to have no unsupervised contact with OCL Students; and



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- Ensuring that the area or areas in which the Work will be undertaken is/are segregated to the satisfaction of OCL to ensure that so far as is reasonably possible, Workers are unable to have unsupervised contact with OCL Students

In the event that contact with OCL Students is required to perform the contract, the Contractor will immediately notify [the Principal] [Head of National Service], to allow arrangements to be made to supervise the Worker throughout the performance of the Work.

OR

Legal entity – Where the work performed requires unsupervised access to our students but is not a regulated activity (for example, a contractor who attends regularly to service/fix the photocopiers, test water samples)

It is a condition of this agreement that the Contractor uses its best endeavours to satisfy the following requirements for the purposes of guaranteeing the suitability of those it engages (whether as employees or as sub-contractors) (“the Workers”) to perform their work within our education settings (“the Work”):

That prior to commencing the Work, the Contractor confirms in writing to OCL (in a form specified by OCL) in respect of each of the Workers:

- The name of the Worker
- The certificate number and date of the Worker’s Enhanced Disclosure and Barring Service check
- That the Worker has the right to work in the UK
- That the Worker is appropriately qualified to undertake the Work
- That the Worker is medically fit to undertake the Work
- That the Worker is not disqualified or subject of a prohibition or interim prohibition order (under the Education Act 2002 or the Education & Skills Act 2008 or by another EEA country
- That taking in to account any information disclosed on the Enhanced Disclosure and Barring Service certificate, the Worker is suitable to work within an education setting with children and young people.

That the Contractor supplies to each Worker and procures that each Worker reads and agrees to adhere to throughout the duration of the Work, the OCL Contractor Safeguarding Requirements (as contained in Schedule [x]);

Where the Contractor is unable to obtain an Enhanced Disclosure and Barring Certificate for a Worker, the Contractor will notify OCL and procure that the Worker co-operates with OCL to allow OCL to obtain an Enhanced Disclosure & Barring Certificate for the Worker, such costs to be borne by the Contractor.

OR

Legal entity – Where the work performed requires unsupervised access to our students and is undertaking a regulated activity (for example, providing 1:1 music tuition or counselling)

The Parties agree that the Work constitutes “Regulated Activity” for the purposes of the Safeguarding Vulnerable Groups Act 2006.

It is a condition of this agreement that the Contractor uses its best endeavours to satisfy the following requirements for the purposes of guaranteeing the suitability of those it engages



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(whether as employees or as sub-contractors) ("the Workers") to perform their work within our education settings ("the Work"):

That prior to commencing the Work, the Contractor confirms in writing to OCL (in a form specified by OCL) in respect of each of the Workers:

- The name of the Worker
- The certificate number and date of the Worker's Enhanced Disclosure and Barring Service (with Barred List) check
- That the Worker has the right to work in the UK
- That the Worker is appropriately qualified to undertake the Work
- That the Worker is medically fit to undertake the Work
- That the Worker is not disqualified or subject of a prohibition or interim prohibition order (under the Education Act 2002 or the Education & Skills Act 2008 or by another EEA country
- [That the Worker is not "disqualified" pursuant to Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018]
- That taking in to account any information disclosed on the Enhanced Disclosure and Barring Service certificate, the Worker is suitable to work within an education setting with children and young people.

That the Contractor supplies to each Worker and procures that each Worker reads and agrees to adhere to throughout the duration of the Work, the OCL Contractor Safeguarding Requirements (as contained in Schedule [x]);

Where the Contractor is unable to obtain an Enhanced Disclosure and Barring Service Certificate with Barred List Check for a Worker, the Contractor will notify OCL and procure that the Worker co-operates with OCL to allow OCL to obtain an Enhanced Disclosure & Barring Certificate with Barred List Check for the Worker, such costs to be borne by the Contractor.

On request by OCL, the Contractor shall require the Workers to undertake such safeguarding and/or data protection training as OCL may at its absolute discretion require, any associated costs to be borne by the Contractor.

The Enhanced Disclosure and Barring Service Certificate with Barred List Check must have been obtained within the 3 months prior to the commencement of the Work or must be registered to allow OCL to undertake an update check, to which the Contractor must procure the Worker's consent.