

STANDARD TERMS AND CONDITIONS

Terms and Conditions for Suppliers of Brenmar Ltd

These Terms and Conditions govern the provision of goods and/or services by the supplier (the person or firm from whom the Client purchases the Goods and/or Services) to Brenmar Ltd (The client). By accepting a Purchase Order or entering into a Subcontract Agreement with Brenmar Ltd the Supplier agrees to be bound by these Terms and Conditions.

1. Scope of Agreement

These Terms and Conditions apply to all goods and/or services provided by the supplier to Brenmar, including but not limited to:

- **Goods:** Materials, equipment, fixtures, fittings, and other items required for the project.
- **Services:** Labour, installation, construction, and other services integral to Brenmar's operations.

The specific scope of the engagement will be detailed in the relevant Purchase Order or Subcontract Agreement.

2. Purchase Orders and Subcontract Agreements

- All orders for goods and/or services must be placed by Brenmar via a formal Purchase Order or Subcontract Agreement. No work shall commence without a valid Purchase Order or signed Subcontract Agreement.
- Written approval from an authorised Brenmar representative is required prior to any variations to the scope of work or costing are undertaken.
- For projects with a value greater than £100,000, a 5% retention will be applied. This retention will be reduced to 2.5% upon satisfactory completion of the work and held for a period of 12 months.
- Purchase Orders will specify the goods and/or services required, quantities, pricing, and any special instructions.
- Subcontract Agreements will outline the scope of work, payment terms, project timelines, responsibilities, and other relevant details.

3. Pricing and Payment

- Prices for goods and/or services shall be as agreed upon in the Purchase Order or Subcontract Agreement. Unless otherwise stated, prices are exclusive of VAT.
- Invoices must be addressed to Brenmar Ltd, Unit 7 Waltham Business Park, Brickyard Road, Swanmore, Southampton, SO32 2SA.
- Invoices must be submitted to admin@brenmar.co.uk within 14 days of completion of the work or delivery of goods, whichever is applicable, and must reference the relevant Purchase Order or Subcontract Agreement number.

- Handover documentation & certification must be approved prior to the final invoice being accepted.
- Payment terms are 30 days End of Month from the date of invoice, unless otherwise agreed in writing.
- To ensure invoices are processed according to our standard payment terms, they must be received by the 8th of the following month. Invoices received after the 8th will be processed based on their actual date of receipt, with payment terms calculated from that date.
- Brenmar reserve the right to withhold payment if the goods/services are not provided in accordance with the agreed specifications, timelines, or quality standards.

4. Quality and Standards

- All goods and services must be of satisfactory quality and conform to all applicable industry standards, regulations, and specifications.
- The supplier is responsible for ensuring that their work is carried out in a professional and workmanlike manner.
- Brenmar reserve the right to inspect goods and services upon delivery or completion and reject any items that do not meet the required standards.

5. Delivery and Installation

- Delivery dates and installation schedules must be adhered to. Any delays must be communicated to Brenmar immediately in writing.
- The supplier is responsible for the safe and secure delivery of goods to the designated site.
- The supplier is responsible for the proper installation of goods and/or the provision of services, unless otherwise agreed in writing.
- Handover documentation and certification must be provided within 7 days of completion of the works.

6. Insurance and Liability

- The supplier is required to maintain the following insurances for the full term of the agreement:
 - a. public liability insurance coverage of not less than five million pounds sterling (£5,000,000) for any one, or series of claims that may arise.
 - b. product liability insurance coverage of not less than five million pounds sterling (£5,000,000) for any one, or series of claims that may arise; and
 - c. professional indemnity insurance coverage of coverage for a period from the Commencement Date to a date of not less than six (6) years from the Commencement Date of not less than two million pounds sterling (£2,000,000) for any one, or series of claims that may arise; and

- The supplier is responsible for any damage or loss caused by their negligence or breach of contract.

7. Health and Safety

- The Supplier must comply with all relevant health and safety regulations and ensure that their employees and suppliers work safely on site.
- The Supplier must adhere to all Brenmar's policies, procedures and Site Rules at all times.
- Prior to engagement, The Supplier is required to complete a Pre-construction Questionnaire. Brenmar must be notified in writing of any changes to policies, accreditations, competence, and insurances following approval.
- The supplier shall provide Safe Systems of Works (RAMS) to Brenmar at least 72 hours before the scheduled commencement of any work. Failure to comply with this requirement may result in the Supplier being refused access to the site, without any cost implication to Brenmar.

8. Confidentiality

- The supplier shall not disclose any confidential information relating to Brenmar's business, customers, products, or services to any third party without Brenmar's prior written consent. This obligation shall survive the termination of this Agreement.
- Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

9. Non-Solicitation

The Supplier agrees not to directly or indirectly solicit, contact, or otherwise engage with any of Brenmar's customers for the purpose of providing goods or services similar to those provided under this agreement for a period of 5 years following the termination or expiration of this agreement.

10. Termination

- Brenmar may terminate a Purchase Order or Subcontract Agreement for cause, including but not limited to breach of contract, poor quality of goods/services, or failure to meet deadlines.
- Either party may terminate a Subcontract Agreement with 7 days' written notice, unless otherwise specified in the agreement.

11. Equality

- The Supplier shall perform its obligations under the agreement in accordance with all applicable equality laws including the Equality Act 2010 (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).

12. Prevention of Bribery and Corruption

- The supplier shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements").

13. Prevention of Slavery/Forced Labour

- The supplier will comply with all applicable laws relating to slavery, including the Modern Slavery Act 2015
- The Supplier shall take all reasonable steps to ensure that its supply chains are free from such practices. This includes, but is not limited to, ensuring that its employees and workers are not subject to forced labour, are paid a fair wage, and have freedom of movement.

14. Data Protection

- The supplier will comply with Data Protection Act 2018. The supplier shall process personal data only for the purposes of fulfilling its obligations under this Agreement and shall implement appropriate technical and organisational measures to protect personal data against unauthorised access, use, or disclosure.

15. Entire Agreement

These Terms and Conditions, together with the relevant Purchase Order or Subcontract Agreement, constitute the entire agreement between Brenmar and the Supplier with respect to the provision of goods and/or services.

16. Amendments

These Terms and Conditions may be amended by Brenmar from time to time. The Supplier will be notified of any changes in writing.