

V&A General Purchase Order terms & conditions

Last updated December 2018



In furtherance of the Board's (defined below) statutory functions the Board may itself, or through V&A Enterprises (defined below), from time to time procure goods and/or services from the Supplier (defined below) on these terms and conditions.

1. Definitions

Board means the Board of Trustees of the Victoria and Albert Museum, a body corporate established under the National Heritage Act 1983.

Confidential Information means all scientific or commercial know-how, marketing opportunities, projects, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the V&A or its agents and any other confidential information concerning the V&A's business which the Supplier may obtain.

Data Protection Legislation means the General Data Protection Regulations, the Data Protection Act 2018 and related legislation concerning the use and processing of personal data.

Delivery Date means the delivery date for any Goods to be delivered to the V&A by the Supplier as identified in a General Purchase Order Agreement or such other date as communicated to the Supplier by the V&A.

EIR means the Environmental Information Regulations 2004.

Fee means the fee payable by the V&A to the Supplier for the supply of the Goods and/or Services as identified in a General Purchase Order Agreement.

FOIA means the Freedom of Information Act 2000.

General Purchase Orders Agreement or GPO Agreement means a contract between the V&A and the Supplier for the supply of Goods and/or Services in the form supplied to a potential Supplier by the V&A which incorporates these Terms and Conditions by reference.

Goods means the goods to be supplied by the Supplier as identified in a General Purchase Order Agreement and/or any goods or deliverables provided by the Supplier to the V&A that result from the Services (including any papers and presentations).

Intellectual Property Rights or IPRs means all present and future rights conferred by statute, common law or equity in any territory in or in relation to copyright, trade marks, designs, patents, database, business and domain names and inventions and all rights of a similar nature whether or not registrable, registered or otherwise protectable and all applications therefor for the full period of such rights, including any renewals, revivals and extensions, and all related rights and causes of action which may accrue in respect of the said rights and related rights at any time.

Invoice Date(s) means the date or dates identified in a General Purchase Order Agreement on which the Fee, or instalments of it, are to be invoiced by the Supplier.

NICs means National Insurance Contributions.

Purchase Order Number means a purchase order number issued to the Supplier by the V&A in an email that refers to the General Purchase Order Agreement.

Request for Information means any request for Information (as defined within the FOIA or other relevant rules or regulations) under the FOIA or the EIR or other relevant rules or regulations.

Ship To Address means the address any Goods are to be delivered to by the Supplier as identified in a General Purchase Order Agreement or such other address as communicated to the Supplier by the V&A.

Services means the services to be provided by the Supplier as identified in a General Purchase Order Agreement.

Supplier means the supplier identified in a General Purchase Order Agreement.

Third Party Material means any material in whatever format provided to the V&A as part of the Goods or Services where the IPRs are not owned by the Supplier.

V&A means whichever of the Board or V&A Enterprises is described on the GPO Agreement in question as the contracting party (VAT Registration number GB 444 0850 63).

V&A Enterprises means the Board's wholly owned trading company called V&A Enterprises Ltd (company number 01955898).

V&A Materials means all materials, equipment and tools, drawings, specifications, and data supplied by the V&A to the Supplier.

2. Basis of contract

2.1 Signing a General Purchase Order

When a potential Supplier signs a General Purchase Order Agreement it shall be deemed to constitute an offer by the Supplier to provide the Goods and Services to the V&A on the terms of the General Purchase Order Agreement. The Supplier's offer shall be deemed to be accepted by the V&A when the V&A issues the Supplier with a Purchase Order Number at which point a contract for the supply of the Goods and Services on these Terms & Conditions shall come into existence.

2.2 Waiving right

The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with this General Purchase Order Agreement.

3. The Services

3.1 The Supplier shall ensure that the Services shall:

- (a) correspond with their description in the General Purchase Order Agreement and any applicable specification specified by the V&A from time to time
- (b) be provided with all due care, skill, efficiency, economy and diligence and in accordance with good industry practice;
- (c) be provided truthfully, accurately, loyally and in good faith towards the V&A ensuring fitness for any purpose expressly or impliedly made known to the Supplier by the V&A;
- (d) in compliance with the requirements of all applicable legislation, rules and regulations and such that any necessary licences and consents required to enable the Supplier to provide the Services are in place before the performance of the Services commences;
- (e) using suitably skilled and experienced personnel, in sufficient number to ensure that the Supplier's obligations are fulfilled; and
- (f) without doing any act or thing which would or might be expected to damage the reputation of the V&A.

3.2 If the Services do not comply with the undertakings set out at Clause 3.1

If the Services do not comply with the undertakings set out at Clause 3.1 above, or the V&A considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.1 above, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Services or any Deliverables, the V&A may exercise any one or more of the following remedies:

- (a) to terminate this General Purchase Order Agreement;

- (b) to reject the Services and any Deliverables (in whole or in part) and return any Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to remedy the rejected Services, or to provide a full refund of the price of the rejected Services and/or Deliverables (if already paid);
- (d) to refuse to accept any subsequent supply of Services which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by the V&A in obtaining substitute services from a third party; and
- (f) to claim damages for any other costs, loss or expenses incurred by the V&A which are in any way attributable to the Supplier's failure to carry out its obligations under this General Purchase Order Agreement.

3.3 The Supplier's obligations

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 this General Purchase Order Agreement.

4. The Goods

4.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable specification agreed with the V&A and any applicable specification specified by the V&A from time to time;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the V&A expressly or by implication, and in this respect the V&A relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2 Inspecting and testing Goods

The V&A may inspect and test the Goods during normal office hours at any time before, during or on 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 this General Purchase Order Agreement.

4.3 Further inspections

The V&A may conduct further inspections and tests after the Supplier has carried out any remedial actions requested by the V&A under Clause 5.4(i) below.

5. Delivery of Goods

5.1 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 Order, the Purchase Order Number, the type and quantity of the Goods, 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) if the Supplier requires the V&A to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

5.2 The Supplier shall deliver all Goods:

- (a) on the Delivery Date;
- (b) at the Ship To Address; and
- (c) during the V&A's normal business hours, or as instructed by the V&A.

5.3 Completing delivery of Goods

Subject to Clauses 4.2 to 4.3 above delivery of the Goods shall be completed on the completion of unloading the Goods at the Ship To Address and title and risk in the Goods shall pass to the V&A on completion of delivery.

5.4 If the Goods are not delivered on the Delivery Date

If the Goods are not delivered on the Delivery Date, do not comply with the undertakings set out at Clause 4.1 above, or following inspection or testing under Clause 4.2 above the V&A considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 4.1 above, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the V&A may exercise any one or more of the following remedies:

- (a) to terminate this General Purchase Order Agreement;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair, replace or remedy the rejected Goods, or to provide a full refund of the price of the rejected Goods (if already paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by the V&A in obtaining substitute goods from a third party; and
- (f) to claim damages for any other costs, loss or expenses incurred by the V&A which are in any way attributable to the Supplier's failure to carry out its obligations under this General Purchase Order Agreement.

5.5 The V&A's rights and remedies

The V&A's rights and remedies under Clause 5.4 are in addition to its rights and remedies implied by statute and common law.

6. Fees and Payment

6.1 The fee of the Goods

The fee of the Goods shall be the Fee set out in the General Purchase Order Agreement, or, if no fee is quoted, the price set out in the Supplier's published price list in force as at the date this General Purchase Order Agreement came into existence.

6.2 The fee:

- (a) excludes amounts in respect of value added tax (VAT), which the V&A shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) includes the costs of supplying, packing, insuring and carriage of any Goods.

6.3 Extra charges

No extra charges shall be effective unless agreed in writing with the V&A.

6.4 The Supplier may invoice the V&A for Fee plus VAT at the prevailing rate (if applicable) on the Invoice Date(s) provided that:

- (a) where the Fee covers any Goods delivery of the Goods has been completed in accordance with the General Purchase Order Agreement;
- (b) where the Fee covers any Services all Services that the Supplier is required to supply by that date have been provided in accordance with the General Purchase Order Agreement.

6.5 All invoices to include

The Supplier shall ensure that all invoices includes a reference to the General Purchase Order Agreement, the Purchase Order Number, the Supplier's VAT registration number and any supporting documents that the V&A may reasonably require.

6.6 The V&A shall pay correctly rendered invoices within 30 days of receipt of the invoice

Payment shall be made to the bank account nominated in writing by the Supplier.

6.7 Failing to make payment

If a party fails to make any payment due to the other under this General Purchase Order Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 3% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

6.8 Liabilities

The V&A may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the V&A against any liability of the V&A to the Supplier.

7. Intellectual Property Rights

7.1 The Supplier hereby

- (a) subject to sub-clause (e) below assigns to the V&A absolutely with full title guarantee the IPRs in the Goods, any specifications, instructions, plans, drawings, patterns, models, designs or other materials furnished to or made available to the V&A in the course of producing the Goods or providing the Services;
- (b) subject to sub-clause (e) below confirms that the Goods are original to the Supplier and do not infringe the rights of any third party (or any laws or regulations), are not defamatory or in any way illegal or contain otherwise actionable material;
- (c) subject to sub-clause (e) below confirms that the Supplier owns all the rights in the Goods and has not granted any rights to any third parties;
- (d) subject to sub-clause (e) below warrants that the Supplier is freely entitled to assign the IPRs in the Goods to the V&A in accordance with the terms of this General Purchase Order Agreement;
- (e) warrants that the Supplier has all the applicable permissions and licenses and has fulfilled any other relevant requirements necessary to copy and provide to the V&A any

Third Party Material and that any Third Party Material shall be appropriately flagged as such to the V&A where not immediately identifiable; and

(f) undertakes at the request and expense of the V&A to do all acts and execute all documents which may be necessary to confirm the title of the V&A to the IPRs in the Goods.

7.2 The Supplier acknowledges

The Supplier acknowledges that all V&A Materials and all IPRs in the V&A Material are and shall remain the exclusive property of the Board and/or V&A Enterprises. The Supplier shall keep the V&A Materials in safe custody at its own risk, maintain them in good condition until returned to the V&A and not dispose or use the same other than in accordance with the V&A's written instructions or authorisation.

8. Health, safety and security

8.1 The Supplier represents and warrants to the V&A

The Supplier represents and warrants to the V&A that the Supplier has satisfied itself that all necessary tests and examinations have been made or will be made before the supply of the Services commences and the delivery of the Goods occurs to ensure that the Services and Goods are designed, provided and constructed so as to be safe and without risk to the health or safety of persons using the same, and that it has made available to the V&A adequate information about the use for which the Goods and Services have been designed and have been tested.

8.2 The Supplier shall comply with the requirements

The Supplier shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, to the extent that it applies to the Supplier's performance of the General Purchase Order Agreement.

8.3 Whilst on V&A premises

Whilst on V&A premises the Supplier shall comply with Health, Safety and Security regulations of the V&A including the V&A's Conditions Governing Work and any other such regulations as the V&A shall notify to the Supplier from time to time in writing.

9. Indemnity

9.1 The Supplier shall keep the Board and V&A Enterprises indemnified against all liabilities, costs, expenses, damages and losses

The Supplier shall keep the Board and V&A Enterprises indemnified 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 full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Board and V&A Enterprises as a result of or in connection with:

- (a) any claim made against the Board or V&A Enterprises for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply of the Services or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against the Board or V&A Enterprises by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Services or Goods, to the extent that the defects in the Services or Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the Board or V&A Enterprises by a third party arising out of or in connection with the supply of the Services or Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this General Purchase Order Agreement by the Supplier, its employees, agents or subcontractors.

9.2 This Clause 9 shall survive termination

This Clause 9 shall survive termination of this General Purchase Order Agreement.

10. Insurance

During the term of this General Purchase Order Agreement and for a period of three years thereafter, 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 this General Purchase Order Agreement, and shall, on the V&A'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.

11. Termination

11.1 Terminating the General Purchase Order

The V&A may terminate this General Purchase Order Agreement in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on this General Purchase Order Agreement. The V&A shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

11.2 Without limiting its other rights or remedies, the V&A may terminate this General Purchase Order Agreement with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of this General Purchase Order Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
- (b) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a trustee, receiver, administrative receiver or manager or other similar officer appointed to any of its assets (except for the purpose of amalgamation or reconstruction while solvent and in such case the entity resulting therefrom agrees to be bound by or assume the obligations imposed on the Party under this Agreement), 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;

(c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(d) the Supplier's financial position deteriorates to such an extent that in the V&A's opinion the Supplier's capability to adequately fulfil its obligations under this General Purchase Order Agreement has been placed in jeopardy;

(e) the Supplier convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or of any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

(f) any steps are taken for the winding up of the Supplier or for the making of an administration order in respect of the Supplier (including the presentation of a petition or the convening of a meeting for the purpose of considering a winding up resolution or the making of an administration order);

(g) the Supplier is directly involved in any impropriety within its reasonable control which could reasonably be demonstrated by the V&A to have caused detrimental publicity to the Board or V&A Enterprises;

(h) an allegation of serious criminal behaviour is made against the Supplier or one or more of its directors and an investigation into the activities of the Supplier is commenced by the relevant police or public authorities;

(i) criminal proceedings (other than a private prosecution) are commenced against the Supplier; or

(j) the Supplier or any of its directors makes a public admission that it has/they have, or may have, engaged in criminal behaviour.

11.3 Affects of parties' rights and remedies

Termination of this General Purchase Order Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

11.4 Clauses that survive termination

Clauses that expressly or by implication survive termination of this General Purchase Order Agreement shall continue in full force and effect.

12. Force Majeure

Neither party shall be in breach of this General Purchase Order Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this General Purchase Order Agreement by giving 28 days written notice to the affected party.

13. The Board and V&A Enterprises

The Supplier acknowledges that the Board sometimes retains staff and provides services through its trading company, V&A Enterprises and vice versa. The obligations of the V&A under this Agreement may therefore be satisfied through either the Board of V&A Enterprises and the Supplier accepts that both the Board and V&A Enterprises shall have the same rights against Supplier under this Agreement. Notwithstanding any subcontracting of the obligations of the Board to V&A Enterprises (or vice versa) whichever of the Board and V&A Enterprises is the V&A for the purposes of each General Purchase Order shall remain liable to the Supplier for all acts or omissions of the other as if they were their acts or omissions.

14. Freedom of Information

14.1 Disclosure requirements

The Supplier acknowledges that the Board and V&A Enterprises are subject to the requirements of the FOIA, the EIR and other disclosure requirements of a similar nature and shall assist and cooperate with the Board and V&A Enterprises to enable them to comply with their information disclosure obligations under the same.

14.2 The Supplier shall and shall ensure that its employees, agents, sub-contractors and any other representatives shall:

- (a) transfer any Request for Information to the V&A as soon as practicable after receipt and in any event within two business days of receiving a Request for Information;
- (b) provide the V&A with a copy of all Information in its possession or power in the form that the V&A requires within five business days (or such other period as the V&A may specify) of the V&A requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the V&A to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR FOIA or otherwise in the relevant rules or regulations.

14.3 The Board and V&A Enterprises is shall be responsible for determining whether any Information:

- (a) is exempt from disclosure in accordance with the provisions of FOIA, EIR or the other relevant rules or regulations; and/or
- (b) is to be disclosed in response to a Request for Information.

14.4 Obligations to disclose

The Supplier acknowledges that the Board and/or V&A Enterprises (as appropriate) may be obliged under the FOIA, EIR or other relevant rules or regulations to disclose Information, in some cases even where that Information is commercially sensitive provided that the Board and/or V&A Enterprises (as appropriate) take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

15. Confidentiality

15.1 Confidential information subject to Clause 15.2

Subject to Clause 15.2 below the Supplier shall keep in strict confidence all Confidential Information and the Supplier shall restrict disclosure of such Confidential Information to

such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the V&A and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

15.2 The Supplier may disclose Confidential Information to the minimum extent required by:

- (a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
- (b) the rules of any listing authority or stock exchange on which its shares are listed or traded; or
- (c) the laws or regulations of any country to which its affairs are subject

15.3 Notice of disclosure

provided that before the Supplier discloses any Confidential Information pursuant to this Clause 15.2 it shall, to the extent permitted by law, use all reasonable endeavours to give the V&A as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this Clause 15.2, the Supplier shall take into account the reasonable requests of the V&A in relation to the content of this disclosure.

16. Data protection

16.1 Use of personal data

The Supplier accepts that any personal data (as that term is defined in the Data Protection Legislation) disclosed by the Supplier to the V&A shall be used by the Board and V&A Enterprises in accordance with the Data Protection Legislation for the purposes of performing the V&A's obligations under the General Purchase Order Agreement and otherwise for the purposes of the legitimate interests pursued by the Board, V&A Enterprises and third parties.

16.2 Complying with Data Protection Legislation

The Supplier shall (and shall ensure that all of its personnel and sub-contractors shall) comply with the requirements of the Data Protection Legislation arising in respect of data processed in relation to supplying the Goods or Services or otherwise in connection with the General Purchase Order Agreement.

17. Anti-bribery

The Supplier shall not, in the performance of its obligations under the General Purchase Order 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 the V&A and warrants that in providing the Goods and/or Services will not induce or improperly reward any third party, including any public official, to act improperly. For the purposes of this condition to act improperly shall be interpreted in accordance with the Bribery Act 2010. The V&A shall be entitled to terminate this Agreement immediately and to recover from the Supplier the amount of any loss resulting from a breach of this Clause 17.

18. Modern slavery and human trafficking

18.1 The Supplier represents and warrants to the V&A that neither the Supplier nor any of its officers, employees, subcontractors or agents other persons associated with it has been before the commencement of this Agreement or will be during the term of this Agreement:

(a) convicted of any offence involving slavery and human trafficking anywhere in the world;
or

(b) the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

18.2 Due diligence

The Supplier shall implement due diligence procedures for its own suppliers, subcontractors, agents and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

19. Anti-facilitation of tax evasion

19.1 The Supplier shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - i. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - ii. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) have and shall maintain in place throughout the term of this General Purchase Order Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with Sub clause (a) above; and
- (c) promptly report to the V&A any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this General Purchase Order Agreement.

19.2 Persons associated with the Supplier

The Supplier shall ensure that any person associated with the Supplier who is performing services and providing goods in connection with this General Purchase Order Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 19. The Supplier shall be responsible for the observance and performance by such persons of this Clause 19, and shall be directly liable to the V&A for any breach by such persons of any of this Clause 19.

19.3 Breach of this Clause 19

Breach of this Clause 19 shall be deemed a material breach.

19.4 Reasonable prevention procedure

For the purposes of this Clause 19 the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

20. Legal identity of the Supplier

20.1 Binding contract

This General Purchase Order Agreement is intended to be a binding contract between the V&A and the Supplier and subject to Clauses 20.2 and 20.3 below the individual that executes this General Purchase Order Agreement on behalf of the Supplier is not intended to be personally liable under this Agreement unless the Supplier and the individual that executes this General Purchase Order Agreement are the same legal person.

20.2. The V&A has relied on the pre-contract assurances of the individual that purports to execute this General Purchase Order Agreement on behalf of the Supplier that the Supplier:

- (a) is a legal entity that can enter into binding contractual arrangements; and
- (b) has authorised the individual that executes this General Purchase Order Agreement to enter into binding contractual commitments on its behalf.

20.3 If the Supplier is not a legal entity capable of entering binding contractual arrangements

If the Supplier is not a legal entity capable of entering binding contractual arrangements or the individual that purports to execute this General Purchase Order Agreement on behalf of the Supplier is not authorised to enter into binding contractual commitments on behalf of the Supplier, the individual that purports to execute this General Purchase Order

Agreement on behalf of the Supplier shall be personally liable to the V&A under this General Purchase Order Agreement for the acts and omissions of the Supplier as described in this General Purchase Order Agreement.

21. Assignment and sub-contracting

The Supplier may not assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under or pursuant to this General Purchase Order Agreement, or sub-contract the performance of any of its obligations under or pursuant to this General Purchase Order Agreement without the prior written consent of the V&A. The Supplier will not be relieved of any of its obligations and/or duties under this General Purchase Order Agreement by virtue of the V&A agreeing in writing to the sub-contracting of any or all of its obligations and/or duties under this General Purchase Order Agreement.

22. Third party rights

The parties agree that no term of this General Purchase Order Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999 provided that regardless of which of the Board and V&A Enterprises is the V&A for the purposes of each General Purchase Order, either the Board or V&A Enterprises shall be entitled to enforce against the Supplier any provision of the General Purchase Order Agreement that purports to confer any benefit upon it.

23. Severability

If any provision (or part of a provision) of this General Purchase Order Agreement or the Terms and Conditions is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this General Purchase Order Agreement but without invalidating any of the remaining provisions (or remaining part of any provision) of this General Purchase Order Agreement.

24. Waivers

No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this General Purchase Order Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

25. Variation

No amendment or variation of this General Purchase Order Agreement shall be valid unless it is in writing and signed by or on behalf of duly authorised representatives of each of the parties.

26. Entire agreement

This General Purchase Order Agreement sets out the entire agreement and understanding between the parties in respect of the matters covered herein and supersedes any previous arrangement, understanding or agreement between the parties relating to the subject matter of this General Purchase Order Agreement.

27. Governing law and jurisdiction

27.1 Disputes or claims

This General Purchase Order Agreement 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 the law of England and Wales.

27.2. Exclusive jurisdiction

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