



Standard Terms and Conditions of Purchase

1. Definitions and Interpretation

1.1 In this Contract the following terms have the meaning below:

“Charges” means the price for the Goods and/or Services set out in the Contract Particulars and/or the Purchase Order

“Contract” means the agreement between Megahertz and the Supplier consisting of these General Terms and Conditions and related Contract Preliminaries (including any Specification) and/or Purchase Order but excluding any terms and conditions of sale and/or supply of the Supplier

“Contract Particulars” means (if applicable) the particulars of the Contract as set out in the Contract Preliminaries

“Megahertz” means Megahertz Limited, Unit 39 Lancaster Way Business Park, Ely, CB6 3NW, UK

“Data Protection Legislation” means the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations, and secondary legislation (including the Data Protection Act 2018) and all applicable laws and regulations relating to processing of personal data and privacy

“Default” means any breach of the obligations of the Supplier under the Contract

“Goods” means the goods, if any, to be supplied by the Supplier and identified in the Contract Particulars, Purchase Order and/or the Specification

“Intellectual Property Rights” means any and all intellectual property rights (or equivalent rights) of any nature anywhere in the world whether registered, registerable or otherwise

“Purchase Order” means (if applicable) the purchase order used by the Megahertz to place an order with the Supplier for Goods and/or Services

“Services” means the services, if any, to be provided by the Supplier as identified in the Contract Particulars, Purchase Order and/or Specification

“Specification” means the specification (if any) appended to the Contract Preliminaries

“Supplier” means the person, firm or company with whom Megahertz enters into the Contract, and whose registered office and contact details are listed in Contract Particulars

“System” means the complete package of goods and services to be provided by the Supplier as identified in the Contract Particulars, Purchase Order and/or Specification

“Tax” means Value Added Tax (or equivalent tax), customs duties and any other taxes or duties due either in the United Kingdom or in the country of supply of goods/services.

1.2 References to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and any orders, regulations, codes of practice, instruments or other subordinate legislation made from time to time under it.

1.3 The words “include”, “includes” and “including” or similar are to be construed as if they were immediately followed by the words “without limitation”.

2. Supply of Goods and/or Services

2.1 The Supplier shall provide the Goods and/or Services on the terms and conditions set out in the Contract. Subject to the Supplier fulfilling its obligations under the Contract, Megahertz shall pay the Supplier in accordance with the terms of the Contract.

2.2 In providing the Goods and/or Services, the Supplier shall comply with and take into account all applicable laws, enactments, orders, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union insofar as these are applicable to the United Kingdom. The Supplier warrants that the Goods and/or Services provided are suitable for use in the territory of their intended use, and are designed for and capable of operating in the climate and environment of intended use.

3. Contracts for Goods

3.1 The Goods shall be to the reasonable satisfaction of Megahertz, shall conform to any particulars specified in the Specification, Purchase Order and/or the Contract Particulars, shall be free from defects and be fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Supplier by Megahertz.

3.2 The Goods shall be delivered to the location(s), and at the times and dates specified in the Specification, Purchase Order and/or Contract Particulars, and time of delivery shall be of the essence. If no times and dates are specified, the Goods shall be delivered promptly following the date of this Contract. Except where otherwise provided in the Specification, Purchase Order and/or Contract Particulars, delivery shall include the unloading, stacking or installation of the Goods by Supplier at such place as Megahertz shall reasonably direct.



3.3 Property and risk in the Goods shall without prejudice to any other rights or remedies of Megahertz pass to Megahertz at the time of acceptance. The Goods shall be packed and marked in a proper manner and in accordance with Megahertz's instructions, any statutory requirements and any requirements of carriers.

3.4 Megahertz may by reasonable written notice to the Supplier reject any of the Goods which fail to meet the requirements specified herein, and shall be entitled (without prejudice to other rights and remedies) either to have the Goods repaired or replaced (at the option of Megahertz) or to treat the Contract as discharged and seek damages from the Supplier. The issue by Megahertz of a receipt note for the Goods shall not constitute any acknowledgement of the condition or nature of those Goods.

4. Contracts for Services

4.1 The Supplier shall provide the Services for the period specified in the Contract Particulars, Purchase Order and/or the Specification in accordance with Megahertz's requirements as set out in the Contract Particulars, Purchase Order and/or the Specification. Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services.

4.2 The Supplier is responsible for the adequacy, integrity, suitability, durability and practicability of the System and shall ensure that the final System and all Goods used are suitable and fit for the intended purpose, and in accordance with all local regulations, safety regulations and end user requirements, taking into account the climate and environment of the intended location of use.

4.3 Drawings (where appropriate)

4.3.1 The Supplier shall establish a list of required design drawings with Megahertz, and further detail all such drawings with Megahertz.

4.3.2 The Supplier shall comply in all respects with the design drawing requirements outlined in the Scope of Works.

4.3.3 The Supplier shall bear the cost of producing the design drawings.

4.3.4 The Supplier shall maintain accurate records of the System during construction. This information shall be provided to Megahertz in hard and soft copy (DWG files).

4.3.5 "As-Built" drawings shall be updated progressively and shall show all deviations and changes (if any) so as to record the works as finally constructed and installed.

4.4 If Megahertz informs the Supplier that Megahertz considers any part of the Services to be inadequate, without prejudice to clause 4.5 below, the Supplier shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be specified by Megahertz.

4.5 Without prejudice to Megahertz's other rights and remedies, the Supplier shall reimburse Megahertz for all reasonable costs incurred by Megahertz which have arisen as a direct consequence of the Supplier's delay in the performance of the Contract.

4.6 In the event that Megahertz is of the opinion that there has been a Default by the Supplier in respect of the Services, then Megahertz may, without prejudice to its other rights herein: (a) make such deduction from the Charges as Megahertz shall reasonably determine in respect of such of the Services as the Supplier has failed to provide; or (b) provide or procure the provision of part of the Services; or (c) terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Charges shall be made) and thereafter itself provide or procure a third party to provide such part of the Services; and/or (d) terminate, in accordance with clause 18.

4.7 Megahertz may charge to the Supplier any cost reasonably incurred by Megahertz and any reasonable administration costs in respect of the provision of any part of the Services by Megahertz or by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.

5. Charges

5.1 In consideration of the satisfactory performance of the Supplier's obligations under the Contract by the Supplier, Megahertz shall pay the Charges.

5.2 All amounts payable by Megahertz to the Supplier in this Agreement are exclusive of any sales tax, goods and services tax, Value Added Tax or similar tax, surcharge or levy required under any applicable law (collectively "Indirect Tax"). Where applicable, such Indirect Tax will be added to the amounts payable under this Agreement and shall be calculated by multiplying such amounts by the appropriate rate of Indirect Tax. Such Indirect Tax will be payable upon submission of an invoice complying with the applicable Indirect Tax invoicing regulations at that time.

5.3 Payment of invoices accepted by Megahertz will be made in cleared funds within 30 days of receipt and agreement of invoices, submitted in arrears, for work completed to the satisfaction of Megahertz.

5.4 Should Megahertz be required to make any withholding tax deductions from the amounts payable to the Supplier under this agreement, Megahertz will endeavour to provide timely notification of such withholding tax requirements to the Supplier, to enable the Supplier to apply for exemptions available under any relevant Double Taxation agreement. In the event that any amount is withheld, Megahertz will provide the Supplier with all necessary documentation to support the amounts withheld.

5.5 All invoices shall quote the purchase order number and be accompanied by such supporting documentation, as may be required by Megahertz, substantiating the charges set forth in the invoices. Failure to quote the purchase order number may result in the delay of payment due to the Supplier, for which Megahertz shall not be held liable or responsible.

5.6 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier, Megahertz may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with Megahertz.



5.7 Megahertz shall accept and process an electronic invoice submitted by the Supplier, where it complies with the standard on electronic invoicing and is undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard referred to in the Public Procurement (Electronic Invoices etc.) Regulations 2019 (2019/624).

6. Notices

Any notice which is to be given by either party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or electronic mail (confirmed in either case by letter), to Unit 39 Lancaster Way Business Park, Ely, CB6 3NW in respect of notices to Megahertz and the Supplier's registered office in respect of notices to the Supplier (unless otherwise agreed in writing between the parties during the Contract), and such notice or communication shall be deemed to have been given 3 working days after the day on which the letter was posted, or four hours, in the case of electronic mail or sooner where the other party acknowledges receipt of such letters or item of electronic mail.

7. The Contracts (Rights of Third Parties) Act 1999

No person who is not a party to the Contract shall have any right to enforce any term of the Contract, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties.

8. Information sharing and confidentiality

8.1 When required to do so by Megahertz, the Supplier shall assist Megahertz at no additional charge in meeting its obligations under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or any statutory modification or re-enactment thereof of any related guidelines or codes of practice.

8.2 The Supplier shall comply in all respects with the Data Protection Legislation as amended and will indemnify Megahertz against all actions, costs, claims proceedings or demands that may be brought or made against Megahertz under the Act which arises from the improper use, disclosure or transfer of personal data by the Supplier.

8.3 The Supplier shall keep confidential all information belonging to or provided by Megahertz in connection with this Contract and shall not further use or disclose it to any third party without the express consent of Megahertz or except to the extent permitted by law.

8.4 The Supplier shall enter into such further data sharing agreements as required by Megahertz from time to time.

9. Security

The Supplier shall comply with all reasonable security requirements of Megahertz while on Megahertz's premises or the designated project site as appropriate, and shall procure that all of its employees, agents, servants and sub-contractors shall likewise comply with such requirements. Megahertz shall provide the Supplier upon request copies of any applicable security procedures for the site in question. Megahertz reserves the right to refuse to admit to, or to withdraw permission to remain on any of its premises or sites, the Supplier or any sub-contractor, agent or servant of the Supplier.

10. Intellectual Property Rights

10.1 It shall be a condition of the Contract that the Goods and/or Services will not infringe any Intellectual Property Rights of any third party and the Supplier shall fully indemnify and keep indemnified Megahertz against all actions, suits, claims, demands, losses, charges, costs and expenses which Megahertz may suffer or incur as a result of or in connection with any breach of this clause.

10.2 All Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs or other material prepared by or for the Supplier for use, or intended use, in relation to the performance of the Contract shall belong to Megahertz.

11. Assignment and Sub-Contracting

The Supplier shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior written consent of Megahertz.

12. Waiver

The failure to insist upon strict performance of any provision of the Contract or to exercise any right or remedy shall not constitute a waiver of that right or remedy, no waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing, and a waiver of any right or remedy shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

13. Variation

The Contract shall not be varied or amended unless such variation or amendment is agreed in writing by Megahertz and the Supplier. A documented process for project variations is available from Megahertz upon request.

14. Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

15. Remedies Cumulative

Except as otherwise expressly provided by the Contract, all remedies available to either party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.



16. Indemnity and Insurance

16.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

16.2 The Supplier shall indemnify and keep indemnified Megahertz and its customers against injury (including death) to any persons or loss of or damage to any property which may arise out of the act default or negligence of the Supplier, any sub-contractor or their respective employees or agents, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto arising from the provision of the Goods and/or Services.

16.3 Without thereby limiting his responsibilities under clause 16.2 the Supplier shall before execution of the Contract insure with a reputable insurance company against all loss of and damage to property and injury to persons (including death) arising out of or in the consequence of the Supplier's obligations under the Contract and against all actions claims demands costs and expenses in respect thereof.

16.4 Such insurance in respect of clause 16.3 shall be for a minimum of £5,000,000 (five million pounds) in respect of any one act or default and the said insurance policy or policies shall be extended for the purpose of the Contract by endorsement or otherwise so as effectually to indemnify Megahertz against all claims aforesaid and copies shall be produced together with the receipt or receipts for the premiums at such times as may be reasonably required by Megahertz.

16.5 The Supplier shall at its own costs procure and maintain Employers Liability insurance with a minimum level of £5,000,000 per claim or series of claims.

16.6 If so required the Supplier shall procure and maintain during the currency of the Contract a policy of professional indemnity insurance to cover its liability under the Contract in respect to the Services with a minimum level of indemnity of £2,000,000 per claim or series of claims. The Supplier shall maintain insurance at this level for a period of six years after the end of this Contract and shall notify Megahertz in writing immediately should such insurance cover cease.

16.7 If so required the Supplier shall procure and maintain during the currency of this Contract a policy of product liability insurance to cover its liability under the Contract in respect of the Goods with a minimum level of indemnity of £5,000,000 per claim or series of claims. The Supplier shall maintain insurance at this level for a period of six years after the end of this Contract and shall notify Megahertz in writing immediately should such insurance cover cease.

16.8 If so required the Supplier will procure and maintain during the currency of this Contract a policy of motor insurance to cover its liability arising out of the use of any vehicle in relation to the Contract and in respect of damage to property and injury to persons. With respect to damage to property there shall be a minimum policy limit of £5,000,000 per claim or series of claims arising from any one incident. With respect to injury to persons the level of cover shall be unlimited.

16.9 If so required the Supplier shall furnish Megahertz with certificates of insurance together with the receipt or receipts for premiums evidencing that the relevant insurances are in force.

16.10 In no event shall either party be liable to the other for:

16.10.1 indirect or consequential loss or damage; and/or

16.10.2 loss of profits, business, revenue, goodwill or anticipated savings.

17. Termination on bankruptcy or insolvency

Megahertz may terminate the Contract by notice in writing with immediate effect where:- a petition is presented for the Supplier's bankruptcy, or a bankruptcy order is made against the Supplier, or the Supplier makes any composition or arrangement with or for the benefit of creditors, or if the Supplier passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for an administration order in relation to it, or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or the Supplier is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986, or any similar event occurs under the law of any other jurisdiction within the United Kingdom.

18. Termination on Default

Megahertz may terminate the Contract, or terminate the provision of any part of the Contract by written notice to the Supplier with immediate effect if the Supplier commits a Default and if: (a) the Supplier has not remedied the Default within 30 days after issue of a written notice specifying the Default and requesting it to be remedied; or (b) the Default is not capable of remedy; or (c) the Default is a fundamental breach of the Contract.

19. Consequences of Termination

Where Megahertz terminates all or part of the Contract under clause 18, and makes other arrangements for the provision of Goods and/or Services, Megahertz shall be entitled to recover from the Supplier the cost of making those other arrangements and any additional expenditure incurred by Megahertz throughout the remainder of the contract period, and no further payments shall be payable by Megahertz to the Supplier until Megahertz has established the final cost of making those other arrangements.



20. Force Majeure

Neither party shall be liable to the other party for any delay in or failure to perform its obligations under the Contract (other than a payment of money) if such delay or failure results from an event beyond the reasonable control of such party. If such event of force majeure continues for a period of 90 days either party may terminate this Contract by notice in writing to the other party. The party suffering the event of force majeure shall take all reasonable steps to mitigate such delay or failure. The Supplier cannot claim relief if the event is one which, in accordance with best practice prevailing in the relevant industry, the Supplier should have foreseen and provided for the cause in question.

21. Governing Law

This Contract shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

22. Entire Agreement

The Contract constitutes the entire agreement between the parties for the Goods and/or Services. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

23. Anti-bribery and Corruption

Megahertz may terminate the contract and recover from the Supplier the amount of any loss resulting from the termination if at any time it becomes known to Megahertz that the Supplier or any person employed by the Supplier or acting on his behalf whether with or without the knowledge of the Supplier has:

23.1 Offered, given or agreed to give any inducement or reward to any person or body in relation to the obtaining or execution of this Contract or any other contract with Megahertz;

23.2 Favoured or discriminated against any person in relation to this Contract or any other contract with Megahertz;

23.3 Committed an offence in relation to any contract with Megahertz under section 117(3) Local Government Act 1972 or the Bribery Act 2010;

23.4 Communicated to any person other than Megahertz the details of the Supplier's proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the Supplier's tender).

23.5 entered into any agreement or arrangement with any person or body that he shall refrain from tendering or as to the amount of any proposed tender.

24. Modern Slavery Act 2015

The Supplier shall comply with the Modern Slavery Act 2015 and where applicable implement a due diligence procedure for its own suppliers, subcontractors and other participants in its supply chain to ensure that there is no slavery or human trafficking in its supply chain.

25. Break

Notwithstanding any other provision of this Contract, if specified in the Contract Particulars and/or Purchase Order, Megahertz may terminate this Contract after giving the specified notice to the Supplier.