

JEWISH CARE**STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES****1. Definitions**

In these Terms and Conditions:

- **Jewish Care** means Jewish Care and any subsidiary company purchasing goods or services.
- **Supplier** means the company, partnership, sole trader or other organisation supplying goods and/or services.
- **Contract** means the agreement between Jewish Care and the Supplier consisting of the purchase order, specification, contract documents and these Terms and Conditions.
- **Goods** means any products supplied by the Supplier.
- **Services** means any services provided by the Supplier.

2. Acceptance of Orders

2.1 A Jewish Care Purchase Order constitutes an offer to purchase Goods and/or Services.

2.2 Acceptance of a Jewish Care Purchase Order, or commencement of performance under it, shall create a binding Contract incorporating these Terms and Conditions.

2.3 Supplier terms and conditions shall not apply unless expressly agreed in writing by Jewish Care.

3. Supplier Obligations

3.1 The Supplier shall:

- Supply Goods and Services with reasonable care, skill and diligence.
- Comply with all applicable laws, regulations and industry standards.
- Ensure all Goods are fit for purpose, of satisfactory quality and free from defects.
- Deliver Services using suitably qualified, trained and competent personnel.
- Obtain and maintain all licences, consents and permits necessary to perform the Contract.
- Notify Jewish Care immediately of any actual or anticipated issue affecting supply.

3.2 The Supplier shall not subcontract all or any part of its obligations under the Contract without the prior written consent of Jewish Care. The Supplier shall remain fully responsible for the acts and omissions of any approved subcontractor.

4. Delivery

4.1 Goods shall be delivered to the location specified by Jewish Care.

4.2 Time shall be of the essence in respect of delivery and service performance.

4.3 Deliveries must be accompanied by relevant documentation, including delivery notes where applicable.

4.4 Jewish Care reserves the right to reject:

- Damaged Goods
- Incomplete deliveries
- Incorrect Goods
- Goods not meeting specification

4.5 Rejected Goods shall be collected and replaced by the Supplier at no additional cost.

5. Quality and Performance

5.1 Goods and Services must comply with:

- Contract specifications
- Relevant legislation
- Applicable regulatory requirements
- Industry best practice

5.2 Jewish Care reserves the right to inspect and test Goods and Services.

5.3 The Supplier shall promptly rectify any failure to meet required standards at its own expense.

6. Jewish Observance

6.1 Jewish Care is a Jewish charity and the offices are therefore closed on the Jewish Sabbath and on Jewish holidays. The Supplier shall ensure that they are familiar with the requirements of Jewish law which are relevant to the work being done and that they and their staff shall strictly follow all Jewish Care's instructions in this regard.

6.2 On no account may any food be brought onto any Jewish Care premises, since Jewish Care strictly complies with the rules of keeping Kosher.

6.3 Details of Jewish Festival and early closing days will be provided, when no work may be done on any Jewish Care site.

7. Pricing

7.1 Prices shall be fixed unless otherwise agreed in writing.

7.2 Prices shall include:

- Packaging
- Transportation
- Delivery
- Duties
- Any other costs necessary to fulfil the Contract

7.3 No increase in price shall be effective unless approved in writing by Jewish Care.

8. Invoicing and Payment

8.1 Invoices must contain:

- Jewish Care Purchase Order number
- Supplier name and address
- Delivery address
- VAT registration number (where applicable)
- Full description of Goods and/or Services supplied

8.2 Payment terms shall be **30 days from receipt of a valid invoice**, unless otherwise agreed.

8.3 Jewish Care may withhold payment for disputed invoices until the dispute is resolved.

8.4 Jewish Care may set off any amount owed by the Supplier to Jewish Care against any amount payable by Jewish Care to the Supplier.

9. Insurance

9.1 The Supplier shall maintain adequate insurance including:

- Public Liability Insurance
- Employers' Liability Insurance (where applicable)
- Professional Indemnity Insurance (where applicable)

9.2 Evidence of insurance must be provided to Jewish Care upon request within 7 days.

10. Health and Safety

10.1 The Supplier shall comply with all relevant health and safety legislation.

10.2 Any Supplier personnel attending Jewish Care premises shall:

- Follow site rules
- Comply with Jewish Care's Health and Safety policy
- Comply with infection prevention and control requirements where applicable

10.3 The Supplier shall immediately report any accident, incident or near miss occurring whilst providing services for Jewish Care and confirm all details in writing within 24 hours.

11. Safeguarding

Where services involve contact with residents, service users, members, staff or volunteers, the Supplier shall:

- Follow Jewish Care's safeguarding procedures;
 - Ensure personnel are suitably vetted, trained and supervised; and
 - Comply with all safeguarding requirements communicated by Jewish Care.
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12. Data Protection

12.1 The Supplier shall comply with:

- UK GDPR
- Data Protection Act 2018
- Any other applicable data protection legislation

12.2 Personal data shall only be processed for authorised purposes and with appropriate security measures.

12.3 In the event that a Party receives a request for information under any Data Protection legislation, the Party shall comply with the requirements of such Data Protection legislation when processing the request and shall consult with the other Party before disclosing any personal data.

13. Confidentiality

13.1 The Supplier shall keep confidential all non-public information relating to Jewish Care, including but not limited to information concerning its service users, residents, members, staff, volunteers, donors, contractors, operations, finances, business affairs, systems, premises and activities ("Confidential Information"). The Supplier

shall not use, disclose or permit the disclosure of any Confidential Information except to the extent necessary for the performance of the Contract or as required by law.

13.2 The obligations contained in this clause shall survive the expiry or termination of the Contract and shall continue for so long as the Confidential Information remains confidential and is not lawfully in the public domain.

13.3 The Supplier shall ensure that any subcontractor or employee with access to the information signs an equivalent confidentiality agreement.

14. Equality, Diversity and Human Rights

The Supplier shall:

- Comply with the Equality Act 2010;
- Promote equality and inclusion;
- Not unlawfully discriminate against any person; and
- Respect human rights in all aspects of its operations.

15. Modern Slavery

15.1 The Supplier shall comply with the Modern Slavery Act 2015.

15.2 The Supplier undertakes that slavery, servitude, forced labour and human trafficking are not taking place within its business or supply chain.

15.3 Jewish Care may request evidence of compliance at any time.

16. Anti-Bribery and Corruption

16.1 The Supplier shall comply with:

- Bribery Act 2010
- Fraud Act 2006
- All applicable anti-corruption legislation (the legislation).

16.2 The Supplier shall not offer, provide or accept any gift, payment, benefit or inducement intended to improperly influence business decisions.

16.3 Any suspected breach of this clause must be reported immediately to Jewish Care's General Counsel.

17. Security

17.1 Jewish Care has stringent security conditions which apply in all of its buildings and on all of its sites. The Supplier and their staff will at all times comply with these and with security requests from Jewish Care's security officers and managers whilst on site. No action or works may be undertaken that would jeopardise security of premises, people or data.

17.2 Jewish Care reserves the right, at any time, to search any property (including bags, vehicles or equipment) belonging to the supplier and/or its staff.

18. Audit and Compliance

18.1 Jewish Care may request evidence demonstrating compliance with these Terms and Conditions.

18.2 The Supplier shall cooperate with reasonable audit requests relating to contractual compliance, quality, safeguarding, data protection and legal requirements.

19. Termination

19.1 Jewish Care may terminate the Contract immediately if the Supplier:

- Commits a material breach;
- Becomes insolvent;
- Fails to comply with Jewish Care's safeguarding requirements;
- Breaches data protection legislation.
- Fails to comply with any anti-bribery or modern slavery obligations.
- Loses any required licences and/or approvals;
- Fails to comply with or provide evidence of insurance.

19.2. Jewish Care may also terminate the Contract by giving 30 days written notice.

20. Liability and Indemnity

20.1 The Supplier shall indemnify Jewish Care against losses arising from:

- Negligence;
- Breach of Contract;
- Breach of statutory duty;
- Data protection breaches;
- Intellectual property infringement.

20.2 Nothing in these Terms shall exclude liability for:

- Death or personal injury caused by negligence;
 - Fraud or fraudulent misrepresentation;
 - Any other liability that cannot legally be excluded.
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21. Force Majeure

21.1 Neither party shall be liable for failure to perform obligations caused by events beyond its reasonable control.

21.2 The affected party shall notify the other party as soon as reasonably practicable.

22. Governing Law

These Terms and Conditions shall be governed by the laws of England & Wales and the courts of England and Wales shall have exclusive jurisdiction.