

Approved supplier compliance terms for Carter Jonas approved suppliers

1 Introduction

These Terms set out compliance related provisions that apply to all Carter Jonas approved suppliers. These Terms form part of, and are incorporated into, your Contract with Carter Jonas and each Client Contract.

2 Definitions

In these Terms, the following definitions apply:

Associated Person means, in respect of a person, any person or entity which performs services for or on behalf of that person (including its employees, officers and other staff members, agents and subcontractors);

Carter Jonas means Carter Jonas LLP, a limited liability partnership with company number OC304417 whose registered address is at One Chapel Place, London W1G 0BG;

Client means a client of Carter Jonas with whom you have contracted under a Client Contract to carry out works or services;

Client Contract means a contract entered into between you and a Client (either directly or with Carter Jonas entering into the contract on behalf of the Client as its *agent*) for works or services that incorporates these Terms by reference;

Contract with Carter Jonas means your agreement with Carter Jonas under which you have been appointed as a Carter Jonas approved supplier, which agreement is governed by, and subject to, the General Terms;

Contracts means (i) your Contract with Carter Jonas; and (ii) the Client Contracts, and a **Contract** means any one of them;

General Terms means Carter Jonas's General terms and conditions for approved suppliers set out at <https://www.carterjonas.co.uk/policies/terms-and-conditions>, as updated by us from time to time;

Terms means these Approved supplier compliance terms; and

you means you, a Carter Jonas approved supplier, and **your** will be construed accordingly.

3 You must comply with our Clients' policies

3.1 In respect of each Client Contract, you shall comply – and you shall ensure your staff, agents and subcontractors comply – with any reasonable and lawful policies of the relevant Client as are notified to you from time to time by Carter Jonas (acting on the Client's behalf) or the Client.

3.2 In respect of each Client Contract, you shall report to Carter Jonas (acting on behalf of the relevant Client) any alleged or suspected violation of any such policies promptly and use your reasonable endeavours to assist the Client in rectifying any such non-compliance.

4 Anti-bribery and anti-slavery

In respect of each Contract, you shall:

- (a) comply with all applicable laws and regulations relating to anti-bribery, anti-corruption and modern slavery including the UK Bribery Act 2010 and Modern Slavery Act 2015; and
- (b) have and maintain adequate policies and procedures to help ensure your, and your Associated Persons', compliance with such laws and regulations and you will enforce them where appropriate.

5 Criminal finances and tax evasion

5.1 In respect of each Contract, you shall:

- (a) not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under Section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under Section 46(1) of the Criminal Finances Act 2017;
- (b) have and maintain in place throughout the Contract term such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including your personnel) and to ensure compliance with paragraph 5.1(a) above;
- (c) promptly report to Carter Jonas 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 the Contract; and
- (d) upon request by Carter Jonas, certify in writing your compliance with this paragraph 5.

- 5.2 For the purposes of paragraph 5, the meaning of *reasonable prevention procedures* shall be determined in accordance with any guidance issued under Section 47 of the Criminal Finances Act 2017 and a person associated with you includes any of your subcontractors.

6 Economic Crime and Corporate Transparency Act 2023

- 6.1 In respect of each Contract, you shall – and shall procure that your Associated Persons shall – not engage in any act, omission, activity, practice or conduct which would constitute fraud or the commission of a fraud offence, including any fraud offence of the nature referred to in section 199(6) of the Economic Crime and Corporate Transparency Act 2023 (**ECCTA**) and/or Schedule 13 to ECCTA.
- 6.2 You shall, during the term of a Contract, promptly notify Carter Jonas, in writing if you become aware of any suspected or actual breach of paragraph 6.1 above or have any reason to believe that you and/or any of your Associated Persons have received a request or demand to commit a fraud offence within the meaning of section 199(6) of ECCTA.
- 6.3 In respect of a Contract, you confirm that:
- (a) no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by you or any third party) by or on behalf of you or any of your Associated Persons; and
 - (b) neither you nor any of your Associated Persons, has:
 - (i) made any false representations to us or any third party;
 - (ii) withheld any information from us or any third party;
 - (iii) abused its position with respect to the financial interests of another person; or
 - (iv) destroyed, defaced, concealed or falsified any document or record, with the intention of making a gain for yourself, us or any of their respective Associated Persons or causing a loss to any person or entity.
- 6.4 In undertaking the activities contemplated by each Contract, you shall:
- (a) comply, and ensure that such activities will be performed in accordance, with all applicable anti-fraud laws and regulations; and
 - (b) not do, nor omit to do, any act in connection with the Contract that will cause (i) where the Contract is a Client Contract, the relevant Client; and (ii) where the Contract is your Contract with Carter Jonas, Carter Jonas, to be in breach of (or to commit an offence under) any applicable laws and regulations relating to the prevention of fraud (including to commit a fraud offence within the meaning of section 199(6) of ECCTA).

7 Other

These Terms shall survive the termination or expiry of your Contract with Carter Jonas and each Client Contract.