

1. DEFINITIONS

In these Ts&Cs:

"Shelter" means Shelter the National Campaign for Homeless People Limited, a registered charity with number 263710 and/or Shelter Trading Limited, a registered company in England and Wales with registered number 02573404, as specified in the PO;

"Affiliate" means in relation to the relevant Party to this Agreement, a subsidiary or subsidiary undertaking, or a parent or parent undertaking, or a sister entity under the same parent;

"Agreement" means the letter agreement between Shelter and the Supplier, governing the purchase of the Goods and Services, incorporating these Ts&Cs. In the absence of a letter agreement, any reference to the **"Agreement"** shall where possible be construed as a reference to the commercial terms as agreed between the Parties (including as set out in any POs), which shall incorporate these Ts&Cs;

"Brand" means the Shelter name and logo, along with any trade mark, trade name, logo, device, design, insignia or other sign or element of get-up forming part of the Shelter brand or campaigns;

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) when banks in London, UK are open for business;

"Confidential Information" means all non-public information including, without limitation, any information relating to the business, products, affairs and finances of Shelter or relating to its service, processes, know-how, consultants, volunteers, employees, suppliers, agents or distributors, which is designated as confidential by Shelter or which the Supplier knows or ought reasonably to know to be confidential, whether provided by Shelter or independently acquired by the Supplier, and whether in written, electronic, visual, digital or other tangible form;

"Control" means the power of a person directly or indirectly, whether by the holding of shares, possession of voting power, by virtue of powers conferred in documents regulating the undertaking, or by contract or otherwise, to secure that the affairs of the undertaking (or its directors, officers, employees or agents) are conducted in accordance with the wishes or directions of that person;

"Data Protection Legislation" means (i) either the Data Protection Act 1998 or the UK GDPR which is the implementation of the General Data Protection Regulation (EU) 2016679 into UK Law, whichever is in force in the UK at the relevant time; (ii) either the Privacy and Electronic Communications (EC Directive) Regulations 2003 or the EU ePrivacy Regulation whichever is in force in the UK at the relevant time; and (iii) all other applicable laws and regulations relating to the processing of personal data and privacy, including (but not limited to the) the Data Protection Act 2018, statutory instruments and, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority with jurisdiction in the United Kingdom, all as amended, extended, re-enacted or replaced from time to time;

"Deliverables" means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

"Delivery Location" means Shelter's place of business or to such other place of delivery as stated in the Purchase Order or by Shelter in writing;

"Employment Liabilities" means any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses), payments, wages, actions, proceedings, compensation, awards, interest, loss, damages or penalties incurred or arising in each case out of the employment of any person and any liabilities for income tax and/or social security contributions;

"Goods" means the goods described in the Agreement, if any;

"Intellectual Property Rights" means all vested, future and contingent rights to patents, inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill, unfair competition rights, rights in design, rights in computer software, mask works, database rights, the right to sue for damages and other remedies for any infringement of any of the rights listed in this definition and any other intellectual property rights, in each case whether registered or unregistered and including renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which subsist, or will subsist, now or in the future, in any part of the world;

"Loss" means actions, suits, claims, demands, damages, losses (whether direct or indirect), charges, costs and expenses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Shelter, which Shelter may suffer or incur;

"Party" means Shelter or Supplier (according to the context) and **"Parties"** is construed accordingly;

"PO" means a purchase order form issued by Shelter to the Supplier for Goods and/or Services;

"Purchase Order Number" means the reference number located on the front of a PO;

"Services" means the services described in the Agreement, if any;

"Supplier" means the Supplier as stated in the Agreement; and

"Supplier Code of Conduct" means the code of conduct contained in Appendix 2 to the Agreement.

2. **GOODS AND SERVICES**

2.1 The Supplier shall ensure that:

- (a) the Goods and Services shall be to the reasonable satisfaction of Shelter and shall conform in all respects with any particulars referred to in the Agreement, including any applicable minimum goods standards set by Shelter from time to time;
- (b) the Goods and Services (together with the Supplier's performance of its obligations hereunder) shall conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
- (c) the Goods shall be manufactured using the degree of skill, care and diligence as would be expected from an experienced, expert and ethical supplier of such goods and shall be of

satisfactory quality, of good materials and workmanship, substantially free from defects, fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by Shelter; and

- (d) it will provide the Services in accordance with the terms of the Agreement, with best care, skill and diligence, using properly experienced and qualified people.

3. **THE PRICE AND PAYMENT**

- 3.1 The price of the Goods and Services shall be as stated in the Agreement and shall be exclusive of VAT, but inclusive of all other associated costs and expenses. Where any taxable supply for VAT purposes is made under the Agreement by the Seller to Shelter, Shelter shall, on receipt of a valid VAT invoice from the Seller (or its Affiliate, if agreed between the Parties), pay such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 3.2 Unless otherwise agreed in writing by Shelter, the Supplier (or its Affiliate, if agreed between the Parties) shall render a separate invoice in respect of each consignment of Goods or supply of Services delivered under the Agreement. If the Goods and Services are accepted by Shelter, payment shall be due 30 days after Shelter receives the invoice from the Supplier.
- 3.3 The Supplier (or its Affiliate, if agreed between the Parties) shall reference the Purchase Order Number on all invoices submitted to Shelter and include on the PO such other supporting information as Shelter requests. For the avoidance of doubt, Shelter shall not process payment of, and shall have no obligation to pay, any invoice that does not contain a valid Purchase Order Number.
- 3.4 Shelter reserves the right to withhold any payments or parts of payments invoiced by the Supplier which Shelter disputes in good faith.
- 3.5 Shelter may offset any amount owing to it from the Supplier against any amount Shelter owes to the Supplier.
- 3.6 If Shelter fails to pay any amount properly due and payable by it to the Supplier pursuant to the Agreement, the Supplier shall have the right to charge interest on the overdue amount at the rate of three per cent per annum above the base rate for the time being of Barclays Bank PLC.
- 3.7 For the avoidance of doubt, if it is agreed between the Parties under this clause 3 that an Affiliate of the Supplier shall invoice and receive payment from Shelter under this Agreement, for the purposes of Shelter's obligations under this clause 3 it shall be treated by the Parties as if payment has been made to the Supplier by Shelter, and the Supplier shall remain the Party solely responsible for delivery of the Goods or Services as anticipated under the Agreement.

4. **DELIVERY**

- 4.1 The Supplier shall deliver the Goods and or provide the Services at the place, date and time specified in the Agreement or otherwise indicated by Shelter in writing. Any access to premises and any labour and equipment that may be provided by Shelter in connection with delivery shall be provided without acceptance by Shelter of any liability whatsoever and the Supplier shall indemnify Shelter in respect

of any Loss resulting from or in connection with any damage or injury (whether fatal or otherwise) in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of the Supplier's sub-contractors.

4.2 Where any access to Shelter's premises is necessary in connection with delivery the Supplier and its sub-contractors shall at all times comply with Shelter's requirements.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. Delivery of the Goods to a carrier shall not constitute delivery for the purposes of this clause 4.

4.4 The time of delivery shall be of the essence and failure to deliver within the time specified in the Agreement shall enable Shelter (at its option) to be released from any obligation to accept and pay for the Goods and/or Services, to cancel all or part of the Agreement, and/or return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use.

5. **BRANDING**

The Supplier shall not use or allow, enable, facilitate or aid third parties to use the Brand without Shelter's prior written consent.

6. **PROPERTY AND RISK**

Property in the Goods shall pass to Shelter on the earlier of delivery of the Goods in accordance with clause 4 and payment for the Goods. If the Supplier postpones delivery for any reason, title shall pass on the date that the Goods should have been delivered. Risk in the Goods shall pass to Shelter upon delivery in accordance with clause 4.

7. **INSPECTION, REJECTION AND GUARANTEE**

7.1 The Supplier shall permit Shelter or its authorised representatives to make any inspections or tests reasonably required in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at its or any of its sub-contractor's premises.

7.2 Shelter may by written notice to the Supplier reject any of the Goods or Services which Shelter in its sole and absolute discretion considers fail to conform or are unlikely to conform with the Supplier's undertakings at clause 2. Shelter shall give such notice to the Supplier within a reasonable time after inspection of the Goods concerned by Shelter or delivery of the Goods in accordance with clause 4 (whichever is later). If Shelter rejects any of the Goods or Services pursuant to these Ts&Cs, Shelter shall be entitled to:

- (a) return the Goods at the Supplier's expense; and
- (b) withhold payment, or if Shelter has paid the Supplier to obtain a refund from the Supplier in respect of the Goods and/or Services; or
- (c) to have the Goods concerned repaired within a reasonable time by the Supplier or (as Shelter shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified in the Agreement; and/or

- (d) to have the relevant Services re-performed so as to meet the requirements specified in the Agreement; and/or
- (e) to recover from the Supplier any expenditure incurred by Shelter in obtaining substitute Goods or Services from a third party.

7.3 The Supplier further warrants that the Goods and Services shall be free from defects in design, materials and workmanship and remain so for 12 months (or such longer period as the Parties may agree or is contained in a warranty) after such Goods are put into service or such Services are performed (as the case may be). If Shelter shall within such period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods and/or Services as may have arisen during such period under reasonable use the Supplier shall within a reasonable time period remedy such defects (whether by repair or replacement as Shelter shall elect) without cost to Shelter.

7.4 Any Goods rejected or returned by Shelter as described in clause 7.2 or 7.3 shall be returned to the Supplier at the Supplier's risk and expense.

7.5 These conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

7.6 Shelter's rights under the Agreement are in addition to its rights and remedies under statute and common law.

8. **TRAINING AND MANUALS**

The Supplier shall supply free of charge and in such quantities as Shelter may reasonably request from time to time high quality, hard copy user manuals (or, in the case of manuals for software, in electronic form) that will enable a reasonably skilled person to learn to use all the functionality of the Goods without difficulty or delay.

9. **SUPPLY OF SERVICES**

9.1 The Supplier shall from the date of and for the duration of the Agreement provide the Services to Shelter in accordance with the terms of the Agreement.

9.2 The Supplier shall meet any performance dates for the Services notified to the Supplier by Shelter.

9.3 In providing the Services, the Supplier shall:

- (a) co-operate with Shelter in all matters relating to the Services, and comply with all reasonable instructions of Shelter;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and as would be expected from an experienced, expert and ethical supplier of such services;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

- (d) ensure that the Services and Deliverables will conform with the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Shelter;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Shelter, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Shelter's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Shelter to the Supplier (the "**Shelter Materials**") in safe custody at its own risk, maintain the Shelter Materials in good condition until returned to Shelter, and not dispose or use the Shelter Materials other than in accordance with Shelter's written instructions or authorisation; and
- (j) not do or omit to do anything which may cause Shelter to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Shelter may rely or act on the Services.

9.4 The date and time for provision of the Services shall be as specified in the Agreement or, if no such date is specified, then provision shall take place within 28 days of the date of the Agreement.

9.5 The provision of the Services shall be made at the Delivery Location and, unless otherwise stipulated by Shelter, shall be made during normal business hours (Monday to Friday between 9am to 5pm).

10. **INTELLECTUAL PROPERTY**

10.1 In respect of the Goods and any goods that are transferred to Shelter as part of the Services under the Agreement, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Shelter, it will have full and unrestricted rights to sell and transfer all such items to Shelter.

10.2 The Supplier assigns to Shelter, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

10.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

10.4 The Supplier shall, promptly at Shelter's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Shelter may from time to time require for the

purpose of securing for Shelter the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to Shelter in accordance with clause 10.2.

- 10.5 All Shelter Materials are the exclusive property of Shelter. The Supplier shall not, without prior written consent of Shelter, use or disclose any such Shelter Materials or rights therein and in particular the Supplier shall not refer to Shelter or the Agreement in any advertisement without Shelter's prior written agreement. The Supplier shall do all such further acts and execute all such documents as Shelter may from time to time require to give full effect to this clause.

11. **CONFIDENTIALITY**

The Supplier shall not use, copy or disclose any Confidential Information for any purpose other than to the extent required to perform its obligations in respect of the Agreement. The Supplier shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier. This clause 11 shall survive termination of the Agreement.

12. **INDEMNITY, LIABILITY AND INSURANCE**

- 12.1 At the request of Shelter and at the Supplier's own expense, the Supplier shall provide all reasonable assistance to enable Shelter to resist any claim, action or proceedings brought against Shelter relating to the Goods and/or Services. The Supplier shall keep Shelter, its subsidiaries, affiliates, employees, officers, directors, representatives and/or agents indemnified in full from and against any and all Loss in connection with and arising out of:

- (a) any breach by the Supplier of its warranties and/or obligations under clause 19.6;
- (b) any action brought or threatened by a third party against Shelter arising out of or in connection with the supply of Goods and/or Services, to the extent that such action is a direct or indirect result of any act (including statements) or omission made by the Supplier, its employees, agents or subcontractors;
- (c) any damage to property or in respect of any injury (whether fatal or otherwise) to any person which, in either case, may result directly or indirectly from any defect in the Goods or Services or the negligent or wrongful acts of the Supplier, its employees, agents or subcontractors;
- (d) any claim made against Shelter for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services; and/or
- (e) any recall of the Goods or any products incorporating or sold together with the Goods, which is directly or indirectly due to a defect in the Goods.

- 12.2 Shelter shall not be liable to the Supplier for any loss, damage or injury suffered to the Supplier (or any other person engaged by the Supplier) during or as a consequence of satisfying the obligations contained in the Agreement save for liability for fraud, death or personal injury arising out of negligent acts or omissions of Shelter.

12.3 The Supplier shall maintain adequate insurance policies, including but not limited to health, personal accident, employer's liability, public liability and professional indemnity insurance to cover the liabilities that may arise under or in connection with the Agreement. The terms of any insurance policy or the amount of the cover shall not relieve the Seller of any liabilities under the Agreement.

13. **TERMINATION**

13.1 Subject to clause 13.4, these Ts&Cs shall terminate with immediate effect on the Parties' completion of their mutual obligations or in accordance with this clause 13.3, whichever is earlier.

13.2 Shelter may terminate the whole or any part of the Agreement at any time, with immediate effect, by giving written notice to the Supplier if:

- (a) the Supplier breaches any obligation hereunder (and, where the breach is capable of remedy, fails to remedy such breach within 14 days of receiving notice of the same);
- (b) in Shelter's opinion the Supplier breaches any of clauses: 5; 14; 14.1 and / or 19.6;
- (c) circumstances exist or are likely to exist in which the Supplier is found guilty of corruption, bribery, fraud, dishonesty, or any other conduct which Shelter in its sole and absolute discretion believes brings Shelter into disrepute (whether or not connected to the provision of Goods and or Services); and/or
- (d) if the Supplier (i) is unable to pay its debts as they fall due, (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect, (iii) enters into a composition or scheme of arrangement with its creditors or if a receiver, manager, administrator or administrative receiver is appointed over any of its assets, (iv) ceases or threatens to cease to do business, or (v) suffers an analogous event in any jurisdiction; or
- (e) if the Supplier undergoes a change in Control which Shelter believes may have an adverse effect on Shelter's reputation.

13.3 Without limiting its other rights and remedies, Shelter may terminate the Agreement:

- (a) in respect of the supply of Services, by giving the Supplier seven days' written notice; and
- (b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case Shelter shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

13.4 In any of the circumstances in these TS&Cs in which Shelter may terminate the Agreement, where both Goods and Services are supplied, Shelter may instead terminate part of the Agreement in respect of the Goods, or in respect of the Services, and the Agreement shall continue in respect of the remaining supply.

13.5 Termination or expiry of the Agreement for any reason, whether under this clause 13 or not, shall be without prejudice to the accrued rights and liabilities of Shelter on the date of such termination or expiry.

- 13.6 For the purposes of this clause 13, a breach shall be considered capable of remedy:
- (c) if the Party in breach can comply with the provision in question in all respects other than as to the time of performance and
 - (d) if time of performance is not of the essence.
- 13.7 On termination:
- (a) the Agreement will immediately cease without any liability on Shelter to pay any compensation or damages to the Supplier;
 - (b) clauses in these Ts&Cs which expressly or by implication have effect after termination shall continue in full force and effect;
 - (c) the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Ts&Cs which existed at or before the date of termination; and
 - (d) the Supplier will comply with Shelter's instructions in relation to any personal data held by the Supplier in connection with the Goods and/or Services and in the absence of any such instructions the Supplier will destroy and/or erase all such personal data.
14. **CONDUCT**
- 14.1 The Supplier shall at all times comply with Shelter's Supplier Code of Conduct which can be found at www.Shelter.org.uk/Suppliers. The Supplier warrants that it has read and understood the Supplier Code of Conduct and shall be bound by the terms contained therein, as amended from time to time.
- 14.2 The Supplier shall at all times:
- (a) 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;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - (c) promptly report to Shelter any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of its obligations under the Agreement and these Ts&Cs.
- 14.3 The Supplier shall not in any way be involved directly or indirectly with:
- (a) terrorism, in the manufacture or sale of arms, or have any business relations with armed groups or governments for any war related purpose; and/or
 - (b) trafficked, bonded, child, enforced or compulsory labour or servitude.
- 14.4 The Supplier shall comply with:

- (a) all legal requirements regarding child labour and forced labour, and with the international labour standards promoted by the International Labour Organisation; and
- (b) all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including, but not limited to, the Modern Slavery Act 2015.

15. **EMPLOYEES**

- 15.1 The Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended or replaced from time to time, or any similar legislation anywhere in the world, (the "**Transfer Legislation**") may apply upon termination of the Agreement in circumstances where Shelter or a supplier different to the Supplier (the "**Transferee**") takes over provision of similar services (the "**Transfer**").
- 15.2 The Supplier shall be liable for and shall indemnify Shelter in respect of any Employment Liabilities which may be incurred by Shelter and the Transferee by virtue of the Transfer Legislation and as a result of the employment or termination of employment of each of the transferring employees prior to (and including) the date of Transfer and which arises as a result of any act or omission of the Supplier prior to the date of Transfer.

16. **DATA PROTECTION**

- 16.1 In the Agreement, the terms data controller, data processor, personal data, sensitive data and processing shall have the meanings set out in the Data Protection Legislation.
- 16.2 Both parties agree to comply with the Data Protection Legislation insofar as it relates to the performance of their roles under the Agreement, and shall not do anything under the Agreement that causes the other party to be in breach of the terms of the Data Protection Legislation.
- 16.3 The parties will co-operate with each other to ensure that each party is able to perform its obligations under the Data Protection Legislation and shall provide any personal data to the other under the Agreement in compliance with the terms of the Data Protection Legislation.
- 16.4 Without limiting the provisions of clauses 16.2 and 16.3, the Supplier shall comply with any Shelter data processing and data sharing guidelines that Shelter may produce from time to time, copies of which shall be provided to the Supplier

17. **ASSIGNMENT AND SUB-CONTRACTING**

- 17.1 The Supplier shall not without the prior written consent of Shelter sub-contract and/or assign the benefit or burden of the whole or any part of the Agreement unless to an Affiliate of the Supplier (provided that the Supplier shall promptly notify Shelter of such sub-contracting or assignment to an Affiliate).
- 17.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Agreement.

18. **NOTICES**

Any notice or other communication required to be given by either Party (the "**Notifying Party**") to the other (the "**Receiving Party**") in relation to the Agreement shall be in writing and sent by registered

post to an address specified by the Receiving Party, or sent by other electronic media to the Receiving Party at an address specified in the Agreement or as otherwise indicated by the Receiving Party. Any such notice shall be treated as served at the time when it is handed to or left at the registered office or address (as appropriate) of the Receiving Party or, if served by post, on the second Business Day after posting, or if served by other electronic media, the next Business Day after transmission.

19. **GENERAL**

- 19.1 The rights and remedies arising under the Agreement are cumulative and do not exclude any rights or remedies provided at law or in equity.
- 19.2 The rights and remedies of Shelter may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by Shelter shall not constitute a waiver of that or any other right or remedy.
- 19.3 A person who is not party to the Agreement shall have no rights to enforce any term of the Agreement.
- 19.4 The Supplier shall be solely responsible for ensuring compliance of any sub-contractors or Affiliates with the terms of this Agreement. For the avoidance of doubt, the obligations contained within clauses 3, 4, 5, 7, 9, 10, 11, 14 and 16, in particular but without limitation, shall apply to any Affiliates or sub-contractors of the Supplier providing Goods or Services pursuant to this Agreement.
- 19.5 Nothing in these Ts&Cs is intended to create a partnership or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other.
- 19.6 The invalidity, unenforceability or illegality of any provision (or part of a provision) of these Ts&Cs under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions (or part provisions).
- 19.7 The Supplier shall and shall ensure that its sub-contractors comply:
- (a) at all times with the Data Protection Legislation;
 - (b) with any and all obligations equivalent to those imposed on a data controller (as defined in the Data Protection Legislation); and
 - (c) only with Shelter's instructions in relation to the processing and transfer of personal data.
- 19.8 Any variation to these Ts&Cs or the Agreement shall only be binding on the Parties when agreed in writing by Shelter.
- 19.9 The Agreement and these Ts&Cs and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England & Wales and the Parties hereby submit to the non-exclusive jurisdiction of the courts of England & Wales.
- 19.10 The Supplier will only bring any claim arising out of or in connection with these Ts&Cs against Shelter, and not against any other individual or entity within the wider Shelter movement.