





## Spire Healthcare Limited Terms and Conditions of Order

### 1 Definitions

#### 1.1 In these Conditions:

- 1.2 "Affiliate" means, in relation to the purchaser, any corporate under the same control as the purchaser.
- 1.3 "Conditions" means the standard terms and conditions of purchase set out in this document and (unless the content otherwise requires) includes any special terms and conditions agreed in writing between the purchaser and the supplier.
- 1.4 "Contract" means the contract for the sale and purchase of the goods and the supply and acquisition of the services as set out in these Conditions and the order.
- 1.5 "Goods" means any such goods as are to be supplied to the purchaser by the supplier in connection with the order.
- 1.6 "Order" means the purchase order.
- 1.7 "Purchaser" means the SP RE HEALTHCARE LIMITED (registered company number 1521323) or its nominated Affiliate named in the Order.
- 1.8 "Service" means the services (if any) described in the Order.
- 1.9 "Supplier" means the supplier named in the Order.
- 2 "Spire Group" means Spire Healthcare Limited and all companies under the same control as Spire Healthcare Limited.
- 2.1 Any offer to purchase by the purchaser is made upon these conditions. 2.2 These conditions may only be varied with the written agreement of the purchaser and no terms or conditions put forward at any time by the Supplier shall form any part of the Contract, unless with the written agreement of the purchaser.
- 2.3 In the absence of written agreement to the contrary the execution of this Order in whole or in part shall constitute acceptance by the Supplier of all the prices and the Conditions.
- 3 Specification
- 3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in the Conditions, be as specified in the Order.
- 3.2 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, storage and delivery of the Goods and the performance of Services.
- 4 The Price
- 4.1 The price of the Goods shall be stated in the Order and no increase will be accepted by the Purchaser unless agreed with the Supplier in writing prior to the execution of the Order.
- 4.2 The Price (unless otherwise agreed) shall include all packing, delivery, carriage and insurance charges and any duties (other than VAT) and shall exclude any applicable VAT (which shall be payable by the Purchaser subject to receipt of a valid VAT invoice).
- 4.3 Payment of the price agreed for the Goods and/or Services will be made within 30 days of the end of the month following the month in which a valid invoice is received by Spire following delivery of all the Goods or completion in the provision of the Services. Interest on any late payments shall be payable by Spire on an annualised rate of 2% above the Bank of England base rate at the time the late payment became due.
- 4.4 Invoices shall be in such form as Spire specifies from time to time and shall be addressed to the address specified in the Order. A valid invoice must clearly include the purchase order number on the actual invoice and on all invoice correspondence and advice notes. Spire reserves the right to reject any invalid invoices.
- 5 Delivery
- 5.1 The Goods shall be delivered to, and the Services shall be performed at, the delivery address stated on the Order on the date or within the period stated in the Order, in either case during the purchaser's usual business hours (unless otherwise requested).
- 5.2 The time of delivery of the Goods and the performance of the service is of the essence of the contract.

#### 5.3

Where the date of the delivery of the goods or of performance of the services is to be specified after the placing of the Order, the Supplier shall give the Purchaser reasonable notice of the specified date.

#### 5.4

The Purchaser shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Purchaser has had reasonable time to inspect them following delivery or after any latent defect in the Goods has become apparent, whichever is later.

#### 5.5

Any Goods rejected or returned by the Purchaser in accordance with these conditions shall be returned to the Supplier at the Supplier's risk and expense.

#### 6

##### 6.1

Risk and Property  
Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery in accordance with the Contract.

##### 6.2

The property of the Goods shall pass to the Purchaser upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Purchaser once payment has been made and the Goods have been appropriated to the Contract.

#### 7

##### 7.1

The Supplier shall comply (and ensure that the Supplier's employees, agents and subcontractors comply) with such reasonable regulations, directions, procedures and policies (including, without limitation, the Purchaser's Information Governance Policies and Confidential Guidelines) as the Purchaser may from time to time prescribe in connection with the supply of Goods and Services, copies of which shall be made available to the Supplier on request.

#### 8

##### 8.1

The Supplier warrants to the Purchaser that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Purchaser to expect in all circumstances.

##### 8.2

The Supplier warrants to the Purchaser that the Goods will be of satisfactory quality, and are fit for the purpose and intended use for which they are supplied, and will be free from all defects in material, workmanship and installation.

##### 8.3

The Supplier shall indemnify the Purchaser in full against all liability, loss, damages, costs and expenses (including legal expenses) claimed or incurred or paid by the Purchaser as a result of or in connection with:

##### 8.3.1

breach of warranty given by the Supplier in relation to the Goods or the Services;

##### 8.3.2

any claim that the Goods infringe, or that their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by the Purchaser.

##### 8.3.3

liability under the Consumer Protection Act 1987 in respect of the Goods; any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods;

##### 8.3.4

any act or omission of any of the Supplier's personnel in connection with the performance of the Services.

#### 9

##### 9.1

Termination  
The Purchaser shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance.

##### 9.2

Without prejudice to any other rights the Purchaser shall be at liberty to terminate the Contract forthwith, on written notice, in the event:

##### 9.2.1

of a breach or non-observance of any of these Conditions by the Supplier, which if capable of remedy, is not remedied, within 7 days, or a breach or non-observance is a continuing breach or non-observance whether remedied or not;

##### 9.2.2

if the supplier;

(a) makes or passes a resolution for its winding up;

(b)

makes an appointment of an administrator to manage its affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator to the Supplier, or notice of intent to appoint an administrator is given by the Supplier

(c)

makes any arrangement or composition with its creditors;

(d)

ceases, or threatens to cease, to trade

(e)

becomes insolvent as defined in section 123 of the Insolvency Act 1986 or goes into liquidation or has a receiving order made against it.

#### 10

##### 10.1

General  
The Contract shall not be assigned or sub-contracted either wholly or in part without the prior written consent of the Purchaser.

##### 10.2

The Purchaser reserves the right to require the Supplier to suspend delivery of business or work beyond the reasonable control of the Purchaser which prevents or hinders the use of the Goods, and payments shall be postponed until such time as deliveries shall be resumed.

##### 10.3

The parties will keep the terms of the Contract confidential and shall not disclose any information or documentation in relation to the Contract unless such information or documentation is already in the public domain or they are required to do so by law.

##### 10.4

Insofar as there is any inconsistency between these Conditions and the Order, these Conditions shall take precedence.

##### 10.5

The Purchaser is a member of the Spire Group, and accordingly the Purchaser may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of Spire Group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Purchaser.

##### 10.6

No waiver by the Purchaser of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provisions and shall not prejudice the rights of the Purchaser in respect of such breach.

##### 10.7

These conditions are for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by anyone else.

##### 10.8

The headings in these Conditions shall not affect their interpretation.

##### 10.9

The Contract shall be governed by English Law. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.