



GGR GROUP TERMS AND CONDITIONS OF PURCHASE FOR SUPPLIERS

1. Interpretation

1.1. In these terms and conditions the following meanings apply:

'*Conditions*' means these standard Terms and Conditions of purchase and any terms ancillary to those set out in this document, and (unless the context otherwise states) includes as special terms and conditions agreed in writing between GGR Group and *you*, the supplier.

'*Contract*' means the contract for the purchase of the Goods and/or Services.

'*Delivery address*' means the address stated for delivery in the Order.

'*Goods*' means the Goods (including any instalment or parts of Goods) which we are to purchase from you in accordance with these Conditions.

'*Information*' means all information in our possession, or any information disclosed by us to you in relation to our business and its customers.

'*Order*' means GGR Group's Purchase Order that is given to the supplier.

'*Services*' means the Services (including any part of the Service) which we are to purchase from you in accordance with these conditions.

'*We / us*' means The GGR Group Ltd, company registration number 04901075.

'*Writing*' means electronic mail, letters, faxes and other comparable means of written communication.

'*You*' means the individual, sole trader, limited or public liability business that is conducting business with us.

'*FORS*' means The Fleet Operator Recognition Scheme (FORS).

'*FORS Bronze Accreditation*' confirms that you employ good practice and comply with the requirements laid out by the FORS Standard. This includes demonstrating dedication to driver and vehicle safety, combined with improving operating practices through effective monitoring of fuel and tyre usage.

'*FORS Silver Accreditation*' means the level of accreditation awarded to operators who maintain the Bronze accreditation and who are able to demonstrate that they have developed driver licencing verification systems, their vehicles over 3.5 tonnes are equipped with a left turn audible warning system and their vehicles are fitted with blind spot minimisation devices.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to them as amended, re-enacted or extended at the relevant time of issue of these Conditions.

1.3 These Conditions of business and any contract to which they relate to shall at all times be governed by the laws of England and Wales, and you agree to submit to the exclusive jurisdiction of the English Courts.

1.4 If any provision of these Conditions, in whole or in part, is held by any Court to be invalid or unenforceable, the validity of the other provisions of these conditions and the remainder of the provision in question shall remain unaffected.

Issue No:	3
Issue Date:	Oct 2019
No of Pages:	Page 1 of 8
Document Ref:	TC 02
Last reviewed:	06 February 2023
Reviewed by:	K Fairholm



2. Terms of Purchase

2.1 Basis of Purchase:

2.1.1 The Purchase Order constitutes an offer by us to purchase the Goods and or Services subject to these conditions.

2.1.2 These Conditions shall apply to the Contract to the exclusion of any of the terms on which any Quotation is being given to us by you or subject to which the Order is accepted by you.

2.1.3. No variation on the Order or these Conditions shall be binding unless agreed in writing between our authorized representative and your authorized representative.

3. Orders and Specifications

3.1 The quantity, quality and description of the Goods and Service shall, subject to these Conditions, be specified in the Purchase Order and/or in any applicable specification supplied by us to you as agreed in writing.

3.2 You shall comply with all applicable regulations and other legal requirements concerning the manufacture, packing and delivery of the Goods and the performance of the Services.

3.3 You shall not have unreasonably refused any request by us to inspect or test the Goods during the manufacture or processing stage, prior to dispatch or after dispatch.

3.4 If, as a result of the inspection or testing we are not satisfied that the Goods will comply in all respects with the Contract, and we inform you within 7 days following inspection or testing, then you shall take such steps as are necessary to ensure compliance.

3.5 The goods shall be marked or designed in accordance with our instructions and any applicable regulations or requirements of the carrier, plus properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

3.6 All suppliers of sub contracted haulage services collecting and delivering to sites/contracts on behalf of GGR Group which require the FORS silver accreditation level must themselves only supply vehicles and associated drivers that have achieved the same FORS standards.

3.7 *All suppliers of contracted services which support GGRs fleet operations are required to hold a minimum of FORS Bronze accreditation.*

4. Price of Goods and Services

4.1 The price of the Goods and/or Services shall be as stated in the order, and, unless otherwise so stated shall be:-

4.1.1 exclusive of any applicable Value Added Tax, which shall be payable by us subject to receipt of a VAT invoice,

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address and any duties, imposts or levies other the Value Added Tax.

4.2 No increase in price may be made (whether on account of increased material, labour or transport costs, fluctuation in exchange rates or otherwise) without prior consent in writing.

4.3 We shall be entitled to any discount for prompt payment, bulk purchase or volume purchases customarily granted by you, whether or not shown on the Order or the Contract.

4.4 In the event that the price for the Goods or Services is based on the amount of time expended in the production of Goods or the supply of Services and such time is to be calculated

Issue No:	3
Issue Date:	Oct 2019
No of Pages:	Page 2 of 8
Document Ref:	TC 02
Last reviewed:	06 February 2023
Reviewed by:	K Fairholm



on either an hourly, daily or other basis, then any invoice raised by you shall be accompanied by adequate time records and other supporting documentation necessary to validate the amount of time expended. No invoice will be valid until such time as that supporting documentation as been supplied.

5. Terms of Payment

5.1 You may invoice us on, or at any time after delivery of the Good or supply of Services, unless requested otherwise by us. Each invoice shall state the Purchase Order reference number.

5.2 Unless otherwise stated in the Order we shall pay the price of the Goods and Services against and “End of month plus 30 days” payment term after the receipt of a correct and proper invoice (which accurately states the description of the Goods and/or Service and the valid Purchase Order reference number) and where necessary, the appropriate supporting documentation outlined in clause 4.4 of these Conditions has been received by us.

6. Delivery

6.1 The Goods shall be delivered to, and the Services shall be performed at, the delivery address specified in the Order on the date or within the period stated within the Order, or in any written correspondence from us to you.

6.2 A packing and/or delivery note quoting the Purchase Order must accompany each delivery and must be displayed correctly.

6.3 Is the Goods are to be delivered, or the Services are to be executed, by installments, the Contract will be treated as a single contract and not severable.

6.4 We reserve the right to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any goods until we have had a reasonable time to inspect them following delivery, or if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.5 You shall supply us in good time with any instructions or other information required to enable us to accept delivery of the Goods and performance of the Services.

6.6 We shall not be obliged to return to you any packaging or packing materials for the Goods, whether or not we accept any Goods.

7. Risk and Property

7.1 Risk of damage to, or loss of the Goods, shall pass to us on delivery in accordance with the Contract.

7.2 The property of the Goods shall pass to us on delivery, unless otherwise agreed in writing between you and us, or unless payment for the Goods is made prior to delivery in which case the property shall pass to us once payment has been made and the Goods have been appropriated to the Contract.

8. Warranties and Liability

8.1 You warrant to us that the Goods or Services:-

8.1.1 will be of satisfactory quality and fit for the purpose described by you at the time the Order was placed;

8.1.2 will be free from defects in design, material and workmanship;

Issue No:	3
Issue Date:	Oct 2019
No of Pages:	Page 3 of 8
Document Ref:	TC 02
Last reviewed:	06 February 2023
Reviewed by:	K Fairholm



- 8.1.3 will correspond with any relevant specification, sample or proof;
- 8.1.4. will comply with all statutory requirements and regulations relating to the sale of the Goods, and
- 8.1.5 will be provided under certification that confirms transport services are accredited and upheld to the FORS silver level accreditation.
- 8.1.6 will provide under certification that confirms transport contracted services are accredited and upheld to the FORS Bronze level accreditation

8.2 You warrant to us that the Services will be executed by appropriately qualified and trained personnel, with due care and diligence and to a high standard of quality as is reasonable for us to expect in all circumstances.

8.3 Without prejudice to the generality of the preceding warranty, you warrant to us that you have trained all of your staff who are to perform the Services that they will undertake such Services in strict accordance with relevant health, safety and welfare guidelines, regulations and legislation, and that those employees will abide by the wishes and requests made to them by any person in control of them.

8.4 Without limiting any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then we shall be entitled:-

8.4.1 to require you to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or

8.4.1 at our sole option, and whether or not we have previously required you to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by your breach and require the repayment of any part of the price which has been paid.

8.5 You shall indemnify us in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or incurred or paid by us as a result of, or in connection with:-

8.5.1 any breach of any warranty given by you in relation to the Goods or Services;

8.5.2 any claim that the Goods infringe the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by us;

8.5.3. any liability under the Consumer Protection legislation in respect of the Goods;

8.5.4 any act or omission by you or your employees, agents or sub-contractors in supplying, delivering and installing the Goods; and

8.5.5. any act or omission of any of your personnel in connection with the performance of the Services.

8.6 Neither you, or The GGR Group shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay or failure in performing any of its obligations in relation to the Goods or Services, if the delay or failure is beyond that party's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond either party's reasonable control:-

8.6.1 act of God, explosion, flood, tempest, fire or accident;

8.6.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.6.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.6.4. import or export regulations or embargoes;

Issue No:	3
Issue Date:	Oct 2019
No of Pages:	Page 4 of 8
Document Ref:	TC 02
Last reviewed:	06 February 2023
Reviewed by:	K Fairholm



- 8.6.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving your employees, us or a third party);
- 8.6.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 8.6.7. power failure (i.e. from the National Grid)
- 8.7. if you claim causes beyond your control and are relieved of performing any of your obligations under the terms outlined in clause 8.6 for a period exceeding 1 month, then we may, notwithstanding any other provision of these terms, terminate the Contract without liability to you by giving you not less than 5 days written notice.
- 8.8. By entering into this Contract you warrant that you retain valid Public Liability Insurance with a minimum value of £1 million and Professional Indemnity insurance including legal cover with a minimum value of £250,000. You further warrant that you will maintain this minimum level of cover throughout the period of the Contract and while you are providing all Goods and Services, and for the period of liability during which any latent defect may reveal itself within the Goods or Services.

9. Health & Safety and Insurance

- 9.1 We may at any time request you to provide us with full written details and copies of the following insurance policies and documents :
- 9.1. public/third party liability insurance
- 9.1.2. professional indemnity insurance
- 9.1.2. employer's liability insurance
- 9.1.4. equipment and vehicle insurance
- 9.1.5. product insurance
- 9.1.6. FORS Silver level accreditation certificates
- 9.1.7. FORS Bronze level accreditation certificates
- 9.2. Failure to supply details of, and/or copies of such policies within 5 working days of the request by us will amount to a breach of these conditions and the Contract which will entitle us, at our sole discretion to:-
- 9.2.1. terminate the Contract and obtain a refund of all monies paid to you in pursuance of the Contract; or
- 9.2.3. Suspend all further payments to you in relation to the performance of your duties under the Contract until such time as you have supplied the appropriate documentation.
- 9.3. We may at any time request you to supply us with full written details of your health and safety assessments, policies or any other documentation required under the UK Health & Safety Regulations. Such documentation must be supplied within 5 working days of the written request for the supply of such information. In the event that the health and safety documentation and/or details are not supplied, this will be deemed to be a breach of these Conditions and a breach of the Contract. In those circumstances, at our discretion, we may:-
- 9.3.1. terminate the Contract forthwith, and obtain a repayment from you of all monies paid to you under the Contract;
- 9.3.2. suspend all further payments to you in relation to the performance of your duties under the Contract until such time as you have supplied the appropriate documentation.

Issue No:	3
Issue Date:	Oct 2019
No of Pages:	Page 5 of 8
Document Ref:	TC 02
Last reviewed:	06 February 2023
Reviewed by:	K Fairholm



10. Termination

10.1 Notwithstanding any other provisions contained within these Conditions we may cancel the Order and the Contract in respect of all or part of the Goods and/or Services by giving notice to you at any time prior to delivery, in which case our sole liability shall be to pay to you the price for the Goods and Services in respect we have exercised our right of cancellation, less your net saving of cost arising from cancellation.

10.2 We may terminate the Contract without liability to you by giving notice to you at any time if:-

10.2.1 you are in breach of these conditions or in breach of this Contract;

10.2.2 you make any voluntary arrangement with your creditors(within the meaning of the Insolvency Act 1986) or (being an individual sole trader or a firm) become bankrupt or (being a company) become subject to an administration order, or go into liquidation; or

10.2.3 any property or assets belonging to you are passed or appointed to a third party receiver; or

10.2.4 you cease, or threaten to cease, to carry on business; or

10.2.5. we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and notify you accordingly.

11. Intellectual Property

11.1. All copyright, trademarks, patents, registered design rights, website domain names and any other intellectual property rights whatsoever in any written materials, computer software, websites, artwork, photography, audio-visual material and any other data supplied by us to you in connection with the proposed or actual Goods or Services shall remain the sole property of The GGR Group Ltd and shall not form part of the Contract.

11.2 No part of any of the intellectual property outlined in clause 11.1 may be used by you or any third party to promote your business without first obtaining our prior written approval. Whether we provide written approval is entirely at our sole discretion.

11.3 We retain the right to request assignment of copyright for any designs, photography, websites, artwork or similar Goods created by you as part of the Goods or Services supplied by you upon completion of the work, unless otherwise stated in the Contract.

12. Confidentiality

12.1 In consideration of us entering into the Contract with you, you hereby warrant that you will:-

12.1.1 from the date of this Contract, during the continuance of the Contract, and for a period of 6 months from the end of this Contract keep confidential all information disclosed by us to you before and during the Contract; and shall not use that information (in whole or part) for any other purposes whatsoever;

12.1.2. utilize the information in order to obtain business or custom from any of our customers or competitors unless otherwise agreed with us;

12.1.3 keep all information supplied between you and us regarding the Contract separate from all of your other documents and records;

12.1.4 allow access to the information exclusively to those of your employees who need to be aware of the information for the purpose of undertaking your obligations in relation to the Contract and to ensure that each and every one of those employees is fully aware of the

Issue No:	3
Issue Date:	Oct 2019
No of Pages:	Page 6 of 8
Document Ref:	TC 02
Last reviewed:	06 February 2023
Reviewed by:	K Fairholm



confidential nature of the information and the obligations relating to that information;

12.1.5 immediately upon receipt of our request, deliver to us all of the information and documents and other means of storing the information to us and confirm that you have not retained copies of any of the information of any part thereof.

12.2 In consideration of us entering into the Contract with you, you hereby agree that, from the date of the Contract, for the duration of the contract and for a period of 6 months form the end of the Contract you will not, directly or indirectly, on your own behalf or on behalf of any other person, business or company:-

12.2.1 seek any business order, sale or custom for any goods and/or services of the kind supplied by you to us from any person, firm or company which is a customer, or potential customer of ours;

12.2.2 communicate in any way with any customer or potential customer of ours in relation to the Goods or Services which we normally supply without our prior consent in writing;

12.2.3 in the event that you are approached by a customer or prospective customer of ours with a view to you supplying to them any of the Goods or Services of the kind that we normally supply, that you shall notify us forthwith of such an approach and refer the customer or prospective customer to us and also notify that customer or prospective customer that you are unable to undertake a direct contract with them.

13. Your Insolvency

13.1 This clause applies if:-

13.1.1 you make any voluntary arrangement;

13.1.2. an encumbrancer takes possession, or receiver is appointed, of any of your property or assets; or

Issue No:	3
Issue Date:	Oct 2019
No of Pages:	Page 7 of 8
Document Ref:	TC 02
Last reviewed:	06 February 2023
Reviewed by:	K Fairholm



13.1.3 you cease or threaten to cease to carry on business; or

13.1.4 we reasonably apprehend that any of the events outlined in clause 13.1 are about to occur in relation to you and notify you accordingly.

13.2 If this clause applies then, without prejudice to any other right or remedy available to us, we shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to you.

14. General

14.1 Any notice required to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.

14.2 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provisions.

14.3 You shall not be entitled to assign the Contract or any part thereof without our written consent.

We agree to the above terms and conditions

Company name :

Signed by (name):

Position:

Signature:

Date:

All personal data in this form will be processed and controlled in line with our Data Protection and Privacy Policy which can be viewed on our website www.ggrgroup.com/privacy

Issue No:	3
Issue Date:	Oct 2019
No of Pages:	Page 8 of 8
Document Ref:	TC 02
Last reviewed:	06 February 2023
Reviewed by:	K Fairholm