



**National Star**

Realising the aspirations  
of people with disabilities

## Purchase Order Terms and Conditions for Goods and Services

### 1. GENERAL

1.1 These Terms and Conditions apply to every order placed by National Star Foundation, NSF Trading Ltd, NSF Design & Build Ltd or any National Star subsidiary undertaking ("National Star") with any individual, firm or company (the "Supplier"). No Terms and Conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch/delivery note which are inconsistent with these Terms and Conditions or which purport to add to or vary them in any way shall not have any effect unless expressly accepted by National Star in writing.

### 2. PURCHASE ORDER

2.1 The Supplier shall ensure that the goods and/or services shall:

- a) correspond with the quantity, type, sort, quality and description set out in the purchase order;
- b) meet the performance standards and dates specified on the purchase order or notified to the Supplier by National Star;
- c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the supplier or made known to the supplier by National Star;
- d) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

2.2 If the goods and/or services do not comply with the National Star purchase order and/or instructions, National Star is entitled to either return the goods at the risk of the Supplier, reject the goods and/or services, require the Supplier to re-perform the services, or accept the whole or part of the goods and/or services supplied by the Supplier, but without prejudice to any rights of National Star to claim compensation or damages for loss or damage suffered as a result of failure to comply.

2.3 If the Supplier fails to deliver the Goods and/or perform the Services by the date specified in the purchase order, National Star shall be entitled to terminate the Terms and Conditions without notice.

### 3. PRICE, PAYMENT AND SET OFF

3.1 The price for the goods and/or services shall be the price set out in the purchase order and shall be inclusive but not limited to the costs of packaging, insurance and carriage of the goods and/or provision of the services. No extra charges shall be effective unless agreed by National Star.

3.2 In respect of goods, the Supplier shall invoice the relevant National Star Company (e.g. National Star Foundation, NSF Trading Ltd., or NSF Design & Build Ltd.) on or at any time after completion of delivery. In respect of services, the Supplier shall invoice National Star in full, monthly, or quarterly as agreed. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

3.3 All invoices must be sent to:

[suppliers@nationalstar.org](mailto:suppliers@nationalstar.org)

or

Finance Department  
National Star,  
Ullenwood Manor Road  
Ullenwood  
Cheltenham

- 3.4 A Supplier invoice is only valid if it:
- a) Includes all appropriate references including the purchase order number and supporting information required by National Star to verify the accuracy of the invoice, including the named National Star contact who has placed the order.
  - b) Includes a detailed breakdown of the goods or services supplied or delivered.
- 3.5 National Star will pay the invoiced amounts within 30 days of the date of a valid and correct invoice to a bank account nominated in writing by the Supplier.
- 3.6 If there is a dispute between the Supplier and National Star as to the amount invoiced, National Star shall pay the undisputed amount. The Supplier shall not suspend the provision of the goods or service unless the Supplier is entitled to terminate the agreement for a failure to pay undisputed sums.
- 3.7 National Star may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by National Star to the Supplier.

## **4 RIGHTS AND PROTECTION**

- 4.1 The Supplier warrants and represents that:
- a) it has full capacity and authority to accept the order for goods or services;
  - b) the supply of the goods or service is executed by its authorised representative;
  - c) it is a legally valid and existing organisation incorporated in the place it was formed;
  - d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to supply the goods or service;
  - e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this agreement;
  - f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to supply these goods or services; and
  - g) it is not impacted by an Insolvency Event.
- 4.1 The warranties and representations in clause 4 are repeated each time goods or services are supplied under the Terms and Conditions of this order.
- 4.2 The Supplier indemnifies National Star against each of the following:
- a) wilful misconduct of the Supplier, any of its subSupplier and/or Supplier Staff that impacts this agreement;
  - b) non-payment by the Supplier of any tax or National Insurance.
- 4.3 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify National Star.
- 4.4 All third party warranties and indemnities covering the supply of goods or services under this agreement must be assigned for the benefit of National Star by the Supplier.

## **5 INDEMNITY AND INSURANCE**

- 5.1 The Supplier shall hold and keep National Star indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by National Star due to or arising out of the performance of the Terms and Conditions or any breach by the Supplier of these Terms and Conditions or any term or obligation implied by law or any statutory provision that may be in force from time to time. The Supplier shall at all times have sufficient insurances in place and provide written evidence to National Star upon request.

## **6 INTELLECTUAL PROPERTY RIGHTS (IPRS)**

- 6.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives National Star a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sublicensees to both:
- a) receive and use the goods or services;

b) use the New IPR.

- 6.2 Any New IPR created under the Terms and Conditions is owned by National Star. National Star gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under these Terms and Conditions and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 6.3 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, unless agreed in writing.
- 6.4 If any claim is made against the National Star for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the goods or services from this order (an "IPR Claim"), then the Supplier indemnifies National Star against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 6.5 If an IPR Claim is made or anticipated the Supplier must at its own expense and National Star's sole option, either:
- a) obtain for National Star the rights in clauses 6.1 and 6.2 without infringing any third party intellectual property rights;
  - b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the goods or services supplied.

## **7 CONFIDENTIALITY**

- 7.1 The Supplier shall treat all confidential information belonging to National Star as confidential and safeguard it accordingly, and shall not disclose any confidential information without the prior written consent of National Star.

## **8 FREEDOM OF INFORMATION**

- 8.1 The Supplier acknowledges that National Star is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with National Star (at the Supplier's expense) to enable National Star to comply with its information disclosure requirements.
- 8.2 The Supplier shall and shall ensure that any sub-Suppliers:
- a) Transfer the Request for Information to National Star as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;
  - b) Provide National Star with a copy of all information in its possession or power in the form that National Star requires within five working days (or such other period as National Star may specify) of National Star requesting that information; and
  - c) Provide all necessary assistance as reasonably requested by National Star to enable National Star to respond to the Request for Information within the time for compliance as set out in Section 10 of the FOIA or Regulation 5 of the EIR.
- 8.3 National Star shall be responsible for determining at its absolute discretion whether any information is:
- a) Exempt from disclosure in accordance with the provisions of the FOIA or the EIR;
  - b) To be disclosed in response to a Request for Information and in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by National Star.
- 8.4 The Supplier acknowledges that National Star may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice for the Discharge of the Functions of Public Authorities' under Part 1 of the FOIA (issued under Section 45 of the FOIA in November 2004) be obliged under the FOIA or the EIR to disclose information:
- a) Without consulting with the Supplier; or
  - b) Following consultation with the Supplier and having taken its views into account.
- 8.5 The Supplier shall ensure that all information produced in the course of these Terms and Conditions or relating to the Terms and Conditions is retained for disclosure and shall permit National Star to inspect such records as requested from time to time.

## **9 DATA PROTECTION**

- 9.1 National Star is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 9.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with these Terms and Conditions.
- 9.3 If at any time the Supplier suspects or has reason to believe that any National Star Data provided under the Terms and Conditions is corrupted, lost or sufficiently degraded, then the Supplier must notify National Star and immediately suggest remedial action.
- 9.4 Only National Star can decide what processing of Personal Data a Supplier can do under the Terms and Conditions.
- 9.5 The Supplier must only process Personal Data if authorised to do so by National Star.
- 9.6 The Supplier must give all reasonable assistance to National Star in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- a) a systematic description of the expected processing and its purpose;
  - b) the necessity and proportionality of the processing operations;
  - c) the risks to the rights and freedoms of Data Subjects;
  - d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 9.7 The Supplier must notify National Star immediately if it thinks National Star's instructions breach the Data Protection Legislation.
- 9.8 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event.
- 9.9 If lawful to notify National Star, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 9.10 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- a) are aware of and comply with the Supplier's duties under this clause;
  - b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
  - c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by National Star or as otherwise allowed by the Terms and Conditions;
  - d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 9.11 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
- a) it has obtained prior written consent of National Star;
  - b) National Star has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
  - c) the Data Subject has enforceable rights and effective legal remedies when transferred;
  - d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
  - e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help National Star meet its own obligations under Data Protection Legislation; and
  - f) the Supplier complies with National Star's reasonable prior instructions about the processing of the Personal Data.
- 9.12 The Supplier must notify National Star immediately if it:
- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - b) receives a request to rectify, block or erase any Personal Data;
  - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under these Terms and Conditions;
  - e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
  - f) becomes aware of a Data Loss Event.

- 9.13 Any requirement to notify under clause 9.12 includes the provision of further information to National Star in stages as details become available.
- 9.14 The Supplier must promptly provide National Star with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request.
- 9.15 This includes giving National Star:
- a) full details and copies of the complaint, communication or request;
  - b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
  - c) any Personal Data it holds in relation to a Data Subject on request;
  - d) assistance that it requests following any Data Loss Event;
  - e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 9.16 The Supplier must maintain full, accurate records and information to show it complies with this clause 9. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either National Star determines that the processing:
- a) is not occasional;
  - b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
  - c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 9.17 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- a) notify National Star in writing of the intended Subprocessor and processing;
  - b) obtain the written consent of National Star;
  - c) enter into a written contract with the Subprocessor so that this clause 9 applies to the Subprocessor;
  - d) provide National Star with any information about the Subprocessor that National Star reasonably requires.
- 9.18 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 9.19 At any time National Star can, with 30 Working Days notice to the Supplier, change this clause 9 to:
- a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
  - b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 9.20 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Supplier:
- a) must provide National Star with all National Star Data in an agreed open format within 10 Working Days of a written request;
  - b) must have documented processes to guarantee prompt availability of National Star Data if the Supplier stops trading;
  - c) must securely destroy all Storage Media that has held National Star Data at the end of life of that media using Good Industry Practice;
  - d) securely erase all National Star Data and any copies it holds when asked to do so by National Star unless required by Law to retain it;
  - e) indemnifies National Star against any and all Losses incurred if the Supplier breaches clause 9 and any Data Protection Legislation.

## 10 MODERN SLAVERY

- 10.1 National Star recognises that slavery, servitude, forced labour and human trafficking (Modern Slavery) is a growing, global issue, and expects all those in its supply chain to comply with its values of equality, diversity, self-determination and individuality.
- 10.2 Modern Slavery, Child Labour and Inhumane Treatment  
The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700
- 10.3 The Supplier;
- a) Shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
  - b) Shall not require any Supplier staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;



- c) Warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- d) Warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world
- e) Shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- f) Shall have its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
- g) Shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- h) Shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- i) Shall not use, or allow its Subcontractors to use, child or slave labour;
- j) Shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to National Star and Modern Slavery Helpline.

## 11 TERMINATION

11.1 In addition to clause 2.3 and 11.1, if at any time after the commencement of the Terms and Conditions the Supplier commits: a material or persistent breach of the Terms and Conditions and (if such a breach is remediable) fails to remedy that breach within 7 days after receiving notice of the breach; commits a material breach which cannot be rectified, then National Star may terminate this agreement with immediate effect.

## 12 GENERAL

12.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Terms and Conditions if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 4 weeks, National Star shall have the right, without limiting its other rights or remedies, to terminate these Terms and Conditions with immediate effect.

12.2 Assignment and subcontracting: The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Terms and Conditions without the prior written consent of National Star.

12.3 No partnership, joint venture or employment relationship: Nothing in the Terms and Conditions is intended to, or shall be deemed to, constitute a partnership of any kind between any of the parties. The Supplier must represent themselves accordingly and ensure others do so.

12.4 Contracts (Rights of Third Parties) Act 1999: A person who is not a party to this agreement shall not have any rights under or in connection with it.

12.5 Variation: Any variation, including any additional Terms and Conditions, to the Terms and Conditions shall only be binding when agreed in writing and signed by National Star.

12.6 Severance: if any provision in these Terms and Conditions shall in whole or in part be held to any extent to be unlawful, void or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect. It must be read as if it was removed from the Terms and Conditions as much as required and rendered ineffective as far as possible without affecting the rest of the Terms and Conditions, whether it's valid or enforceable.

12.7 Governing law and jurisdiction: The Terms and Conditions shall be governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

12.8 No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Terms and Conditions unless stated (referring to CRTPA) in the Terms and Conditions. This does not affect third party rights and remedies that exist independently from CRTPA.

12.9 The provisions incorporated into the Terms and Conditions are the entire agreement between the Parties. The Terms and Conditions replaces all previous statements and agreements whether written or oral. No other provisions apply.

## **13 TERMS AND CONDITIONS**

13.1 These Terms and Conditions will apply unless National Star specifies different Terms and Conditions in its tender or quotation documentation or some other contract entered into by the parties. If different Terms and Conditions are specified by National Star those Terms and Conditions will override the purchase order Terms and Conditions and will apply instead of these.