

# Standard conditions of contract

16 September 2022

The Solicitors Regulation Authority (SRA) is the independent regulator of solicitors and law firms in England and Wales.

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[<https://beta.sra.org.uk/sra/strategy/independent-regulation>].

## 1. Definitions

- 1.1

'Us' or 'We' or 'Our' or 'SRA' - the Solicitors Regulation Authority Limited, its designated agents and associated companies.

- 1.2

'You' - the person, firm or company to whom this Purchase Order is addressed.

- 1.3

'The Goods' - any such goods as are to be supplied by You as detailed on this Purchase Order or associated specification.

- 1.4

'The Services' - any such services as to be provided by You, as detailed in this Purchase Order or associated specification.

- 1.5

'Specification' - any document supplied by SRA setting out details of SRA's requirements.

- 1.6

'Data Protection Laws' - the UK GDPR, the European General Data Protection Regulation 2016 ((EU) 2016/679) (the GDPR) and any national implementing laws, regulations and secondary legislation; once it becomes law, the UK Data Protection Act 2018 and any regulations made pursuant to it; any other laws and regulations relating to the processing of personal data and privacy which apply to a Party; and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority

- 1.7



'UK GDPR' – the GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal Act) 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time).

- 1.8

'Equality Legislation' - any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory which, or in respect of which the Supplier provides the Services.

## **2. The Contract**

- 2.1

These Conditions govern the Contract between Us and You, and no other conditions, whether introduced prior to or subsequent to this Purchase Order, shall have any relevance unless other conditions are expressly agreed in writing by an authorised representative of SRA (in which case such other conditions shall prevail). The delivery of Goods or supply of Services in response to this Purchase Order shall imply that You have accepted the Terms and Conditions contained herein.

## **3. Variations**

- 3.1

We shall have the right before delivery of Goods or commencement of Services to issue You with written notification of variation of this Purchase Order. Any such variation shall take precedence over the Purchase Order, and delivery of Goods or commencement of Services by Yourself shall be taken to imply acceptance of any applicable variation.

- 3.2

If You are unable to accept a variation to the Purchase Order, You shall immediately notify Us in writing and this Purchase Order and Contract shall be deemed cancelled under the provisions of Clause 16.

## **4. The Price**

- 4.1



The price of the Goods or Services shall be as set out in this Purchase Order and shall be fixed and firm for the duration of the Contract.

- 4.2

No variation in price shall apply unless agreed in writing by Our authorised representative prior to delivery of Goods or completion of Services.

- 4.3

Unless stated otherwise, the price is exclusive of VAT, which, if properly chargeable, We shall pay at the prevailing rate subject to receipt from You of a valid and accurate VAT invoice.

## **5. Time**

- 5.1

The Goods shall be delivered not later than the date specified on this Purchase Order.

- 5.2

Time of delivery of the Goods and commencement and completion of the Services is of the essence of the Contract.

## **6. Quality of Goods**

- 6.1

The Goods supplied under this Contract shall be to Our satisfaction and shall conform in all respects with the particulars of this Purchase Order or any associated specification.

- 6.2

Specifically the Goods shall:

- 6.2.1

Be fit for any purpose made known to You expressly or by implication and in this respect We rely on Your skill, judgement and experience.

- 6.2.2

Be of satisfactory quality.

- 6.2.3



Be entirely safe when in use and properly operated. The Goods, whether supplied or used in connection with a Service must conform to all relevant British and European standards and/or legislation.

- 6.2.4

Be new (unless otherwise specified on the Purchase Order).

- 6.2.5

Correspond with their description on any samples, patterns, drawings, plans and specifications.

## 7. Quality of Services

- 7.1

The Services supplied under this Contract shall be to Our satisfaction and shall conform in all respects with the particulars of this Purchase Order and any associated specification.

- 7.2

Specifically:

- 7.2.1

You shall at all times perform the Services with all due skill, care and diligence, including, but not limited to, industry best practice and in accordance with Your own established internal procedures.

- 7.2.2

You shall at all times make available sufficient personnel and all other resources as are required for the successful and timely completion of the Services.

- 7.2.3

The Services shall at all times be supplied by appropriately supervised, experienced, qualified, trained and competent personnel.

- 7.2.4

You shall at all times comply with all law and regulations in respect of your performance of this Contract, including in respect of any manufacture, procuring, purchasing, transport and delivery of Goods.



## **8. Acceptance, inspection and rejection**

- 8.1

We shall inspect the Goods and may, within a reasonable time of delivery, issue a written notice to You, rejecting all or part of any Goods which fail to meet the requirements of this Contract.

- 8.2

If the Goods are rejected, You shall remove them at Your own expense within five working days of notification and shall, within a reasonable period, replace the Goods or refund Us in respect of the value of the Goods.

- 8.3

For the avoidance of doubt, Our signature on Your delivery note shall signify delivery rather than inspection and acceptance of the Goods.

## **9. Property and Risk**

- 9.1

Title in the Goods shall pass to Us on delivery.

- 9.2

Risk in the Goods shall pass to Us upon inspection and acceptance of the Goods.

## **10. Intellectual property rights**

- 10.1

All intellectual property rights (including copyright, database right, registered and unregistered designs, patents, trade marks, trade names, and all other intellectual property wherever in the world enforceable) discovered or created in the course of or as a result of the discharge of Your obligations under this Contract shall vest in Us and be Our absolute property.

- 10.2

Upon Our request You shall (at Our expense) execute all documents and do all such acts and things required to vest or perfect the vesting of such intellectual property rights legally and exclusively in Us.



## 11. Liability, indemnity and insurance

- 11.1

You shall indemnify Us against all losses, damage, injury or expense, and injury to or death of any person, howsoever caused by or arising from, either directly or indirectly:

- 11.1.1

the Goods not being fully in accordance with this Contract, or

- 11.1.2

any act by You, Your employees, agents or sub contractors.

- 11.2

You shall fully indemnify Us against any expenses arising from any alleged or actual infringement of any proprietary right, including papers, trademarks, copyrights, intellectual or any of the rights howsoever arising from this Contract.

- 11.3

You shall maintain satisfactory insurance cover with a reputable insurer in respect of all liabilities, both statutory and contractual, arising from this Contract, to a minimum of £1m or such higher figure as We may specify. You shall produce other statutory evidence of such insurance and payment of the current premium to Us on request.

- 11.4

We, our employees, agents or associated companies shall in no circumstances whatsoever be liable for any loss of profits or indirect or consequential loss howsoever arising from this Contract.

- 11.5

Except in the case of death or personal injury arising from Our negligence, we shall not be liable for any special, indirect, consequential or economic loss (including loss of profit, business, revenue, goodwill or anticipated savings) however caused and even if foreseeable. In addition, Our aggregate liability to You under this Contract is limited to the price under this Contract.

## 12. Payment

- 12.1



Payment for Goods received or Services completed to Our satisfaction, shall be made within 30 days of receipt of a correct, itemised invoice.

- 12.2

Your invoice must quote the full Purchase Order Number and be addressed as detailed on the front of this Purchase Order.

- 12.2

We shall not be responsible for any delays in payment arising from failure to comply with these invoicing instructions.

- 12.2

Payment by Us shall be without prejudice to any rights or remedies available to Us under this Contract, or otherwise, and shall not constitute any binding admission by Us as to the suitability, quantity, quality or fitness for purpose of Goods received or satisfactory performance and completion of the Services by You.

## **13. Recovery of sums due**

- 13.1

Whenever, under this Contract, any sum from You or payable by Us to You, may be deducted from any sum then due, or which may, at a later time, become due to You under this Contract.

## **14. Publicity**

- 14.1

You shall not publish or reproduce or arrange press releases or make public statements in connection with this Purchase Order or make use of the name of the Law Society in any publicity without Our prior written approval.

## **15. Confidentiality**

- 15.1

You shall keep confidential all information relating to Us, acquired while supplying the Goods or carrying out the Services for Us.

## **16. Cancellation**

- 16.1



We may cancel the Contract at any time immediately on giving You written notice. If such notice is given We shall indemnify You against any reasonable commitments liabilities or expenditure unavoidably and properly incurred by Yourself in respect of this Contract prior to notification of the break but excluding loss of profit.

- 16.2

We may also cancel the Contract at any time without any liability whatsoever on giving You three months written notice.

## **17. Termination**

- 17.1

We may immediately terminate this Contract by written notice to You if:

- 17.1.1

You are in breach of any of the Conditions of this Contract, or

- 17.1.2

You become, or appear to become, insolvent or bankrupt or in any other way unable to meet Your commitments under this or any other Contract, or

- 17.1.3

for whatever reason, You are bringing, or may bring, bad publicity or disrepute upon Us.

- 17.2

We may terminate this Contract at any time by three months written notice to You.

## **18. Waiver**

- 18.1

Failure on Our part at any time to enforce any provision of this Contract shall in no way affect Our rights at a later date to require performance of the Contract nor shall a waiver of any breach be taken or held to be a waiver of any subsequent breach of any provision.

## **19. Legal compliance**





- 19.1

You shall comply with:

- 19.1.1

all obligations under the Modern Slavery Act 2015 as may apply to Your business. Notwithstanding the foregoing You shall take all necessary measures to ensure that nothing in the performance of the Contract, involves slavery or human trafficking; or

- 19.1.2

the Equality Legislation both as an employer and as the supplier of Goods and Services under this Contract.

- 19.1.3

the Bribery Act 2010 or any other anti-bribery legislation as may be in force from time to time in England and Wales or in any other territory which, or in respect of which the Supplier provides the Services.. Notwithstanding the foregoing You shall not give or offer to any of Our staff, employees or agents, any gift or inducement whatsoever in relation to this or any other Contract between Us.

- 19.1.4

such obligations under Data Protection Law as may arise in connection with this Contract; and

- 19.1.5

the Health and Safety at Work Act 1974 and all secondary and related legislation and regulations as may be in force from time to time in England and Wales or in any other territory which, or in respect of which the Supplier provides the Services, any health and safety guidance We may provide, and any health and safety or related instructions which may be issued to You by our staff from time to time.

## 20. Notices

- 20.1

All notices and communications require to be sent from You to Us or from Us to You under this Contract shall be made in writing and sent by first class mail. They will be deemed to have reached the party to

whom it is addressed on the second business day following date of posting.

## **21. Headings**

- 21.1

The headings to Conditions shall not affect their interpretation.

## **22. Proper law**

- 22.1

This Contract shall be governed by, and construed in accordance with, English Law.