

Rotala Group Purchasing Policy

Updated: 17 January 2024



Updated Terms and Conditions for the Supply of Goods and Services to the Rotala Group

1.0 DEFINITIONS

1.1 GENERAL:

The following definitions and rules of interpretation apply in this Contract as a whole:

Definitions:

Business Day(s): means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 3.2.

Contract: means the Conditions referred in Parts A, B and C and any other documents, statement or representation appended or referred to within this contract.

Contract Price: is the price of the Goods, Services or Works.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Conditions: means these terms and conditions.

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 Goods, Services and or Works in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Goods: means any item(s), products or objects specified or otherwise described in the Order, including any packaging pallets or similar that may be used to deliver the item(s) save for where expressly stated otherwise.

Goods Specification: means any specification for the Goods, including any related plans and drawings, that are agreed in writing by Rotala and the Supplier.

Intellectual Property Rights: means intellectual property rights including (without limitation) patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.

Mandatory Policies: means Rotala's business policies appended to these conditions.

Manufacturer: means where the Supplier is not the manufacturer of the Goods, the company, partnership (whether incorporated or not) or any other body or person who manufactured the Goods.

Order: means Rotala's order (whether contained within a purchase order form or not) or written request for the supply of the Goods, Services or Works or the acceptance of the Supplier's quotation(s).

Rotala: means Rotala or any of its subsidiaries that may from time to time exist as part of the Rotala Group and with whom the Supplier is contracting with for the purpose of this Contract.

Rotala Materials: has the meaning set out in clause 4.5

Services: means the services to be provided as described in the Order.

Service Specification: means the description or specification for Services as described in any document that has been supplied by Rotala to the Supplier alongside this Contract or as otherwise agreed in writing by Rotala and the Supplier.

Supplier: means the other party to this Contract from whom Rotala purchases the Goods, Services or Works from.

Supplier Warranty: means any assurance or promise providing for the suitability, durability, reliability or performance of the Goods or any parts or components thereof and for the repair, maintenance and / or replacement of the Goods or any parts or components thereof as specified in the Supplier's written warranty, which shall as a minimum comply with the document provided by Rotala marked "Minimum Warranty and Guarantees" or as may be otherwise agreed between Rotala and Supplier.

VAT: means value added tax, sales tax or any form of taxation or levy that may from time to time be payable by Rotala on the Goods, Services or Works but shall not, for the avoidance of doubt, include payment due under the Construction Industry Scheme or similar.

1.2 SPECIFIC DEFINITIONS:

Unless stated otherwise, the following definitions apply to Part C of this Contract only:

CDM Regulations: means The Construction (Design and Management) Regulations 2015.

Certificate of Practical Completion: means the certification provided by Rotala, their architect or contract manager to the Supplier on taking possession of the finished works.

Construction Contract: means this Contract and the Conditions where the Services rendered amount to Construction Operations.

Construction Operations: means any activity falling within the scope of Section 105 of the Housing Grants, Construction and Regeneration Act 1996 (as amended).

Interim Valuation Date: means 1 month following the Commencement Date and thereafter on the same day in the next calendar month or, in the case of a leap year, on the next calendar day.

Materials: means any item(s), products or objects specified or otherwise described in the Works Order or Works Specification, including any related plans and drawings or similar and any packaging pallets or similar that may be used to deliver the item(s) save for where expressly stated otherwise.

Rectification Period: means a period of 24 months in which the Supplier shall rectify any defects communicated to it by Rotala (or anyone acting on their behalf), commencing once a Certificate of Practical Completion is given.

Site: means the location that the Works are taking place.

Works: means any services, as described in the Order, Works Specification or in any document accompanying or referred to within this Contract where the same amounts to a Construction Contract.

Works Specification: the description or specification for Works as described in any document that has been supplied by Rotala to the Supplier alongside this Contract or as otherwise agreed in writing by Rotala and the Supplier.

2. INTERPRETATION

- 2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.2 Reference to a party includes its personal representatives, successors and permitted assigns.
- 2.3 Reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.5 A reference to writing or written includes fax and email.
- 2.6 A reference to a subsidiary means a subsidiary as defined in section 1159 of the Companies Act 2006.
- 2.7 A reference to Rotala shall be a reference to that member of the Rotala Group which the Supplier is providing Goods, Services and / or Works to under the Contract

3. BASIS OF CONTRACT

- 3.1 The Order constitutes an offer by Rotala to purchase Goods, Services or Works from the Supplier in accordance with this Contract.
- 3.2 The Order shall be deemed to be accepted on the earlier of:
 - 3.2.1 the Supplier issuing written acceptance of the Order; or
 - 3.2.2 any act by the Supplier consistent with fulfilling the Order, at which point the Commencement Date shall have occurred.
- 3.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks or may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

PART A – GENERAL TERMS

All of these terms shall apply to the supply of both Goods, Services and Works except where expressly excluded.

4. SUPPLY OF GOODS

- 4.1 Where the Contract contains provision for Goods, the Supplier shall ensure that the Goods shall:
- 4.1.1 correspond with their description and any applicable Goods Specification;
 - 4.1.2 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 Rotala, expressly or by implication, and in this respect of which Rotala relies on the Supplier's skill and judgment;
 - 4.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery or such longer period of time as Rotala may require and the Supplier shall agree; and
 - 4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 4.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 4.3 The Supplier will comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Goods, and with the Mandatory Policies.
- 4.4 The Supplier will observe all health and safety rules and regulations and any other security requirements that apply at any of Rotala's premises.
- 4.5 The Supplier will hold all materials, equipment and tools, drawings, specifications and data supplied by Rotala to the Supplier ("Rotala Materials") in safe custody at its own risk, maintain Rotala Materials in good condition until returned to Rotala, and not dispose of or use Rotala Materials other than in accordance with Rotala's written instructions or authorisation.
- 4.6 The Supplier will not do or omit to do anything which may cause Rotala to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Rotala may rely or act on the Services.

5. INSPECTION OF GOODS AND WARRANTY

- 5.1 Inspection:
- 5.1.1 Rotala may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. For the avoidance of doubt, any issues, problems, defects, flaws or similar that may be discovered by Rotala or that ought to have been discovered by Rotala shall not constitute notice whether express or constructive and any decision by Rotala to continue with the Contract shall not amount to a waiver of any right(s) that Rotala may hold under this Contract.
 - 5.1.2 Without prejudice to the foregoing, if following such inspection or testing, Rotala considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 4.1, above, Rotala shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
 - 5.1.3 Rotala may conduct further inspections and tests further to clause 5.1.1, above, after the Supplier has carried out its remedial actions in accordance with that clause. In the event that the required remedial actions that need to be undertaken by the Supplier pursuant to the said clause are either not carried out or not carried out to the satisfaction of Rotala and, more than 14 days have elapsed since Rotala first informed the Supplier of its concerns under clause 5.1.2, without prejudice to any of their other rights under this Contract, Rotala may at their discretion immediately terminate this Contract.
 - 5.1.4 For the purpose of clauses 5.1.1 and 5.1.3, above, the Supplier shall agree to allow Rotala to attend upon its premises or procure access to the manufacturer's premises (where applicable) and shall provide such licences and do all that may be necessary to assist in any inspection undertaken by Rotala.
- 5.2 Supplier Warranty:
- 5.2.1 Upon the passing of title to Rotala, the Supplier shall provide the Supplier Warranty which shall commence and be enforceable immediately.
 - 5.2.2 The Supplier Warranty is without prejudice to any other warranty, assurance or promise made by any other third party or Rotala in connection with the Goods and nothing shall compel Rotala to prefer or enforce the same ahead of the Supplier Warranty.

5.3 Manufacturer Warranty:

- 5.3.1 To the extent that Supplier is not the Manufacturer, and where the Supplier is either unaware of or knows that Manufacturer has not supplied Rotala with a warranty that is equal to or more advantageous than the Supplier Warranty, the Supplier shall procure a separate and enforceable warranty, assurance or promise from the Manufacturer (the "Manufacturer Warranty") which shall extend to at least the scope of the Supplier Warranty and create an obligation to undertake such maintenance, repairs or remedial works to such standard and within such period as would be otherwise required of the Supplier under the Conditions of this Contract.
- 5.3.2 If the Supplier is not the Manufacturer, and where it is necessary for the purpose of clause 5.3.1, above, for the Supplier to procure the Manufacturer Warranty, the Supplier shall ensure for a period of not less than 11 years that:
- (a) the Manufacturer Warranty is not waived, discharged, transferred, novated or assigned (except to Rotala); and
 - (b) the Manufacturer Warranty is freely assignable without the consent of the Manufacturer or any other person.
- 5.3.3 At such time as may be nominated by Rotala, the Supplier agrees to assign and do all that is necessary to procure the assignment of the Manufacturer Warranty to Rotala.
- 5.3.4 Notwithstanding the assignment of the Manufacturer Warranty, and without prejudice to any rights or remedies that may have accrued pursuant to any other warranty provided in connection with the Goods or Services, Rotala shall be at liberty to rely upon and enforce the Supplier Warranty and the Manufacturer Warranty on a joint and several basis.
- 5.3.5 The Supplier shall ensure that any maintenance, repairs and / or remedial work that it is required to undertake pursuant to the Supplier Warranty are completed as soon as possible and in any event not more than 7 days from the date that Rotala made the Goods (including components and / or parts) available to the Supplier for that purpose.
- 5.3.6 The Supplier Warranty and / or Manufacturer Warranty is without prejudice to any other warranty, assurance or promise made by any other third party or the Manufacturer to Rotala in connection with the Goods and nothing shall compel Rotala to prefer or enforce the same ahead of the Supplier Warranty or the Manufacturer Warranty.

6. DELIVERY OF GOODS

6.1 The Supplier shall ensure that:

- 6.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 6.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any), and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 6.1.3 it states clearly on the delivery note any requirement for Rotala to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

6.2 The Supplier shall deliver the Goods:

- 6.2.1 on the date and at the time specified in the Order or Goods Specification or where otherwise agreed, in the absence of a specified date, the Supplier shall deliver within 3 Business Days of receiving a written instruction from Rotala to deliver:
- (a) to the location as is set out in the Order or Goods Specification or as instructed by Rotala; and
 - (b) during Rotala's normal hours of business on a Business Day, or as instructed by Rotala.

6.3 Save for where agreed otherwise:

- 6.3.1 the Supplier shall be responsible for unloading the Goods and transporting the same to such location as Rotala may direct; and
- 6.3.2 the Supplier shall at its own expense ensure that it has the appropriate equipment and qualified staff available at the point of delivery to ensure that the Goods can be safely unloaded.

6.4 If the Supplier:

- 6.4.1 fails to deliver all of the Goods ordered, Rotala may reject the same, or delivers more than the quantity of Goods ordered, Rotala may at its sole discretion reject the excess and:
- (a) Rotala shall not be required to move, protect, secure or in any way safeguard the excess goods and, where left within the possession of Rotala, the same shall be entirely at the Suppliers' risk;
 - (b) the Supplier shall arrange for the collection of the excess goods at their own expense and risk at the first convenient time Rotala shall direct; and

(c) where the excess goods are not collected within 6 hours from the point of rejection the Supplier shall pay Rotala storage charges plus VAT to accrue on a daily basis by reference to average fees (to be calculated in accordance with the rates applicable at that time and charged by the nearest two storage companies to the delivery location for comparable storage requirements).

6.4.2 For the purposes of sub-paragraph 6.4.1(c), above:

(a) the first full day of charges shall commence upon the expiration of 6 hours; and

(b) the Supplier will pay Rotala any such charges within 30 days of an invoice being rendered by Rotala.

6.5 The Supplier shall not deliver the Goods in instalments without Rotala's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or where there is any defect in the respective instalment that in the opinion of Rotala will hinder, delay or prevent the commercial use of the same Rotala shall be entitled to the remedies set out in clause 5.1.

7. SUPPLY OF SERVICES

7.1 The Supplier shall from the date set out in the Order or Service Specification and for the duration of the Contract supply the Services to Rotala in accordance with the Conditions.

7.2 The Supplier shall meet any performance dates for the Services specified in the Order or Service Specification that Rotala notifies to the Supplier (and time is of the essence in relation to any of those performance dates).

7.3 In providing the Services, the Supplier shall:

7.3.1 co-operate with Rotala in all matters relating to the Services, and comply with all instructions of Rotala;

7.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

7.3.3 use personnel who are suitably qualified, 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 Contract;

7.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Rotala expressly or impliedly makes known to the Supplier;

7.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

7.3.6 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 Rotala, will be free from defects in workmanship, installation and / or design;

7.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

7.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;

7.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of Rotala's premises;

7.3.10 hold all Rotala Materials in safe custody at its own risk, maintain Rotala Materials in good condition until returned to Rotala, and not dispose or use Rotala Materials other than in accordance with Rotala's written instructions or authorisation;

7.3.11 not to do or omit to do anything which may cause Rotala to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Rotala may rely or act on the Services; and

7.3.12 comply with any additional obligations as set out in the Service Specification.

7.4 Rotala may inspect how the Services are to be provided at any time before performance. The Supplier shall remain fully responsible for the performance of the Services despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. For the avoidance of doubt, any issues, problems, defects, flaws or similar that may be discovered by Rotala or that ought to have been discovered by Rotala shall not constitute notice whether express or constructive and any decision by Rotala to continue with the Contract shall not amount to a waiver of any right(s) that Rotala may hold under this Contract.

7.5 Without prejudice to the foregoing, if following such inspection or testing Rotala considers that the Services are unlikely to comply with the Supplier's undertakings at clause 7.3, above, Rotala shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

8. ROTALA REMEDIES

8.1 If the Supplier fails to perform its obligations in accordance with the Contract, Rotala shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

8.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

8.1.2 to refuse to accept any subsequent performance of the Services and / or delivery of the Goods which the Supplier attempts to make;

8.1.3 to recover from the Supplier any costs incurred by Rotala in obtaining substitute Goods and/or Services from a third party;

- 8.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and / or Goods that it has not delivered; and
- 8.1.5 to claim damages for any additional costs, loss or expenses incurred by Rotala which in any way result from or are connected to the Supplier's failure to fully perform its obligations under this Contract.
- 8.2 If the Goods, Services or Works are not delivered in accordance with the Contract, Rotala may, at its option, claim or deduct 0.5% of the Contract Price applicable to the Goods, Services or Works which are delayed for each week's delay in delivery by way of liquidated damages, up to a maximum of 5% of the total Contract Price applicable to the Goods, Services or Works which are delayed (that would otherwise be due to the Supplier). If Rotala exercises its rights under this clause 8.2, it shall not be entitled to any of the remedies set out in clause 8.1 above.
- 8.3 If the Supplier has delivered Goods and / or supplied the Services or the Works that do not comply with the undertakings set out in these Conditions then, without limiting or affecting other rights or remedies available to it, Rotala shall have one or more of the following rights, whether or not it has accepted the Supplier's performance:
- 8.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 8.3.2 to reject the Goods, Services or Works (in whole or in part) whether or not title has passed to any Goods or materials owned by the Supplier and to return them to the Supplier at the Supplier's own risk and expense;
- 8.3.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 8.3.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 8.3.5 to recover from the Supplier any expenditure incurred by Rotala in obtaining substitute Goods, Services or Works from a third party; and
- 8.3.6 to claim damages for any additional costs, loss or expenses incurred by Rotala arising from the Supplier's failure in accordance with clause 8.1.
- 8.4 This Contract shall extend to any substituted or remedial services and / or repaired or replacement goods supplied by the Supplier.
- 8.5 Rotala's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

9. ROTALA'S OBLIGATIONS

- 9.1 Rotala shall:
- 9.1.1 provide the Supplier with reasonable access at reasonable times to Rotala's premises for the purpose of providing the Services;
- 9.1.2 provide such necessary information for the supply of the Goods or the provision of the Services or Works as the Supplier may reasonably request; and
- 9.1.3 make payment as required pursuant to the conditions of this Contract.

10. CHARGES AND PAYMENT

- 10.1 The Contract Price for the Goods or Services shall be:
- 10.1.1 the price set out in the Order and / or Goods Specification and / or Service Specification, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date;
- 10.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods and / or Services. No extra charges shall be effective unless agreed in writing and signed by Rotala;
- 10.1.3 the price for each individual item(s) that comprise the Order and / or Goods Specification and / or Service Specification shall be individually specified or otherwise made available by reference to the Suppliers' published price list at the time of the Order.
- 10.2 To the extent that the Order and / or Goods Specification and / or Service Specification records a single Contract Price and where the Goods and / or Services are to be delivered by way of instalments, in the event that Rotala rejects any one (or more) instalment but wishes to continue with the remainder of the Order and / or Goods Specification and / or Service Specification, the Contract Price shall be reduced to reflect the rejected items.
- 10.3 Save for where agreed otherwise, in respect of the Goods and / or Services, the Supplier shall invoice Rotala on or at any time after completion of delivery of the Goods and / or completion of the Services. Each invoice shall include such supporting information required by Rotala to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 10.4 In consideration of the supply of Goods and / or Services by the Supplier, unless disputed, Rotala shall pay the invoiced amounts to a bank account nominated in writing by the Supplier within 60 days from end of month of a correctly rendered invoice.
- 10.5 All amounts payable by Rotala under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Rotala, Rotala shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier 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.

- 10.6 If Rotala fails to make a payment due to the Supplier under the Contract by the due date, then Rotala shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.6 will accrue at 4% per year above the base rate of the Bank of England from time to time in force, but at 4% a year for any period when that base rate is zero or negative. The Supplier acknowledges that this amounts to a substantial remedy for the purpose of late payment.
- 10.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Rotala to inspect such records at all reasonable times on request.
- 10.8 Rotala may at any time, without notice to the Supplier, set off any liability of the Supplier to Rotala against any liability of Rotala to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Rotala may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Rotala of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 10.9 Where Rotala disputes the validity of any invoice, interest that would otherwise be payable under clause 10.6, above, shall not begin to accrue until Rotala acknowledges the invoice is payable or a court of competent jurisdiction makes a like finding.
- 10.10 Where Rotala has made payment on account or in advance of the Goods or Services before title has passed or the Goods have been delivered or where the Services have yet to be provided in full, the Supplier shall hold all monies received from Rotala on trust in a reputable bank domiciled in England and will ensure that at all times any money received by Rotala is held in a separate bank account in the Supplier's name which shall not contain any other funds from any other person (including the Supplier). Only after all the Goods have been delivered and / or the Services performed in full pursuant to these Conditions, will the balance of the said account(s) become the property of the Supplier.
- 10.11 Where the Bank of England records a period of deflation for more than two consecutive quarters and the level of deflation is in excess of 10% (by reference to the Retail Price Index), and where the Contract term extends for a further six months or more, the Contract price will reduce accordingly in the event that the realisable value of the Goods and / or Services is devalued by 15% or more. In such circumstances, the Supplier may terminate the Contract by giving one months' notice in writing to Rotala, however, Rotala will not be liable to pay any of the Supplier's costs or expenses arising from termination under this clause 10.11.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods, Services or Works (other than Intellectual Property Rights in any Rotala Materials) shall be owned by the Supplier.
- 11.2 The Supplier grants to Rotala, or shall immediately after the Commencement Date procure the direct grant to Rotala of, a fully paid-up, worldwide, non-exclusive, royalty free licence during the term of the Contract to copy and modify Deliverables for the purpose of receiving and using the Goods, Services, Works and / or Deliverables.
- 11.3 Rotala grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Rotala Materials provided by Rotala to the Supplier for the term of the Contract for the purpose of performing the same.
- 11.4 All Rotala Materials are the exclusive property of Rotala.

12. INDEMNITY

- 12.1 The Supplier shall indemnify Rotala against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Rotala arising out of or in connection with:
- 12.1.1 any claim made against Rotala 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 (excluding Rotala Materials);
- 12.1.2 any claim made against Rotala by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods and / or Services, or the Deliverables;
- 12.1.3 any claim made against Rotala by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services; and
- 12.1.4 any breach or alleged breach of this Contract.
- 12.2 This clause 12 shall survive after the Contract is determined or terminated.

13. INSURANCE

- 13.1 The Supplier shall effect and maintain with a reputable insurance company of good repute the following policies of insurance providing cover consistent at least with the best industry practice of suppliers of the Goods, Services or Works of the type to be supplied by the Supplier to Rotala, in amounts of not less than those stated below for any claim or series of related claims, for the period over which the Contract is to be performed and for a minimum of six (6) years following expiration or earlier termination of the Contract:
- 13.1.1 Employers liability insurance of not less than £5 million or the minimum level required by law;
 - 13.1.2 Public liability insurance of not less than £10 million or the minimum level required by law;
 - 13.1.3 Product liability insurance of not less than £5 million or the minimum level required by law; and
 - 13.1.4 Professional indemnity insurance of not less than £2 million or the minimum level required by law.
- 13.2 The Contractor shall promptly provide to Rotala copies of all insurance policies referred to in clause 13.1 or a broker's verification of insurance to demonstrate that such insurances are in place, together with copies of receipts or other evidence of payment of the latest premiums due under those policies.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this Contract.
- 14.2 Each party may disclose the other party's confidential information:
- 14.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 14; and
 - 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract or keep it for longer than necessary as regulated by law.

15. TERMINATION

- 15.1 Without affecting any other right or remedy available to it, Rotala may terminate the Contract:
- 15.1.1 with immediate effect by giving written notice to the Supplier if:
 - (a) there is a change of Control of the Supplier; or
 - (b) the Supplier's financial position deteriorates to such an extent that in Rotala's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (c) the Supplier commits a breach of any clause of this Contract,
 - 15.1.2 for convenience by giving the Supplier 1 months' written notice.
- 15.2 In the event that Rotala terminate the Contract under clause 15.1.2, Rotala shall pay to the Supplier its unavoidable reasonable expenses / costs but:
- 15.2.1 only after the Supplier has made all reasonable efforts to mitigate the same to include (without limitation) attempting to sell the Goods where title still remains vested in the Supplier;
 - 15.2.2 Rotala shall only liable for actual expenses / costs and shall not be responsible for any loss of profit, opportunity, management time or any form of indirect or consequential loss; and
 - 15.2.3 Where Rotala provide an estimate of their costs and expenses under clause 15.3, below, their actual recoverable costs and expenses payable under clause 15.2 shall be limited to no more than 10% more than the estimated figure.
- 15.3 Prior to providing notice under clause 15.1.2, at their discretion, Rotala may ask the Supplier to provide details of their estimated costs in the event that such notice were to be served. In such circumstances, the Supplier shall provide Rotala with their estimated costs and expenses (but applying the deductions that would hypothetically be applicable under clause 15.2) within 7 days of receiving Rotala's request.
- 15.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 15.3.1 the other party commits a material breach of any term of the Contract which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 15.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 15.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

16. CONSEQUENCES OF TERMINATION

- 16.1 On termination of the Contract, the Supplier (insofar as possible) shall immediately deliver to Rotala the Goods, Services or Works (or part thereof) where title has already transferred to Rotala and any Deliverables whether or not then complete, and return all Rotala Materials.
- 16.2 If the Supplier fails to comply with clause 16.1, above, Rotala may enter the Supplier's premises and take possession of any items owned by Rotala. Until they have been returned or delivered, the Supplier shall act as bailee and be solely responsible for the safekeeping of any such items and will not use them for any purpose unless agreed otherwise.
- 16.3 Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 16.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

17. TITLE AND RISK

- 17.1 Save for where expressly stated otherwise, title to the Goods shall pass upon Rotala's payment of the Contract Price or where the Goods are delivered in instalments, the price of that Part (unless rejected by Rotala).
- 17.2 Unless stated otherwise, risk shall pass to Rotala only once Rotala are in possession of the Goods, Services or Works.
- 17.3 Without prejudice to clause 17.1, title to any parts / components that Rotala may provide to the Supplier for the purposes of supplying the Goods and / or performing the Services shall at all times remain vested with Rotala. To the extent that the parts supplied by Rotala are incorporated in any other product or good by the Supplier, title to that product shall be passed to Rotala immediately upon the incorporation of any one of the parts / components supplied by Rotala.

18. ASSIGNMENT ETC.

- 18.1 Rotala may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 18.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Rotala.

19. NOTICES

- 19.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office (if a company) or its principal place of business (in any other case).
- 19.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the third Business Day after posting.
- 19.3 This clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

20. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

21. WAIVER

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23. MISCELLANEOUS

- 23.1 Where the Contract creates one or more concurrent rights or remedies that Rotala may avail itself of, it shall be at liberty to rely upon any or all of the provisions of this Contract without waiving or limiting any such other rights or remedies.
- 23.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.3 The Supplier acknowledges that Rotala has relied upon statements made by the Supplier prior to entering into the Contract and warrants as to their accuracy.
- 23.4 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 23.5 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 23.6 Except for where expressly stated otherwise, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 23.7 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
- 23.8 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

PART B – LIMITED VALUE CONTRACTS**24. SCOPE**

- 24.1 This Part B of the Conditions shall only apply where the Order does not exceed a monetary value of £10,000.00 exclusive of VAT.
- 24.2 Part B does not apply where this Contract or any part of it amounts to a Construction Contract.

25. EXCLUSIONS AND CONFLICT

- 25.1 The following clauses in Part B of these Conditions are excluded: 5.1, 5.3, 6.4.1(c), 6.4.2, 7.4, 7.5, 10.10, and 10.11.
- 25.2 Where there is any conflict between the Conditions at Part A and Part B, the latter shall prevail.

PART C – CONSTRUCTION CONTRACTS**26. SCOPE**

- 26.1 Unless stated otherwise, Part C shall only apply where the Contract is a Construction Contract, whether in whole or part.
- 26.2 The following clauses in Part A of these Conditions are excluded: 5.1, 5.3 and 10.
- 26.3 Where there is any conflict between the Conditions at Part A and Part C, the latter shall prevail.
- 26.4 Where the Supplier considers that Part C applies, it must notify Rotala immediately.

27. INCONSISTENCY, ERRORS AND DIVERGENCES

- 27.1 Where the Supplier becomes aware of any inconsistency with any part of the Order, Works Specification or Deliverables it shall immediately notify Rotala to the extent that actual notice has not already been supplied.
- 27.2 Where an architect has been engaged for the purpose of the Works or Rotala has appointed a Contract Administrator, notice must also be given to that person at the same time as the Supplier provides notice to Rotala pursuant to clause 27.1, above.
- 27.3 If the Supplier becomes aware of a divergence between the Order, Works Specification or Deliverables and any statutory requirements it shall immediately give notice to Rotala and, where applicable, any architect or Contract Administrator.
- 27.4 Where notice is given by the Supplier pursuant to clauses 27.1 and 27.3, the Supplier shall await further instructions before taking any further steps in connections with the Works, save for where emergency compliance is required and the Supplier is compelled to execute actions / tasks for that purpose, in which case the Supplier shall only do such work as is reasonably necessary to ensure compliance.

28. CDM REGULATIONS AND CONTROL

- 28.1 Reference to a specific 'Regulation' in this section shall be taken to mean the CDM Regulations.
- 28.2 Each party undertakes to the other that in relation to the Works and the Site they will duly comply with the applicable Regulations.

- 28.3 Unless otherwise expressly recorded within Order or Works Specification, the Supplier shall be both Principal Designer and the Principal Contractor and acknowledges that:
- 28.3.1 Rotala is a 'domestic client' for the purposes of Regulation 7; and
- 28.3.2 the Supplier has the skills, knowledge, experience and capability to act as the Principal Designer.
- 28.4 Where the Supplier is not the Principal Designer, Rotala shall ensure that the Principal Designer carries out his duties under the Regulations and, where the Supplier is not the Principal Contractor, Rotala shall ensure that the Principal Contractor carries out his duties under the Regulations.
- 28.5 Where the Supplier is not the Principal Contractor and the Works are estimated to last longer than 30 days and have more than 20 workers working simultaneously at any point or exceed 500 person days, the Supplier shall notify Rotala immediately and shall not commence the Works until the identity of the Principal Contractor has been confirmed and until either the Principal Contractor or Rotala have confirmed notice has been given to the Health and Safety Executive.
- 28.6 Without prejudice to any other obligations that the Supplier may have under the CDM Regulations or other part of this Contract, the Supplier shall ensure that at all material times there is a competent person-in-charge and any instructions given to that person shall be deemed to be given to the Supplier.
- 28.7 Where the Work Specification extends to use of or removal of any hazardous materials, the Supplier shall provide Rotala with full particulars and ensure that:
- 28.7.1 A properly prepared risk assessment is undertaken;
- 28.7.2 Notice is provided to Rotala or, where applicable any Architect or Contracts Manager;
- 28.7.3 All relevant instructions, warnings, guidance and equipment is made available; and
- 28.7.4 An appropriately qualified person is made available to conduct and / or supervise the handling of any hazardous materials.
- 28.8 Rotala will procure all necessary licenses and consents for the purpose of allowing the Supplier access to the Site for the purpose of the Works. However, Rotala reserves the right to refuse access to the Site (where controlled by Rotala). The Supplier shall keep an updated list of any personnel (whether directly employed, contracted, hired by it or otherwise retained whether directly or indirectly upon the Supplier's behalf), which it shall retain for not less than 6 years from the point of completion.
- 28.9 At Rotala's request, the Supplier will either allow inspection of the Supplier's list, referred to in clause 28.8, above, or provide a copy of the same.
- 29. PAYMENTS**
- 29.1 The Supplier shall have no right to interim or staged payments where the duration of the Works is expected to last less than 45 days or such other period that may be specified in section 109(1) of the Housing Grants, Construction and Regeneration Act 1996 (as amended) from time to time.
- 29.2 Where the Supplier has no right to interim payments and unless staged payments have been agreed, the Contract Price, shall be payable at completion, subject to any deductions:
- 29.2.1 by way of set off;
- 29.2.2 abatement; and
- 29.2.3 retention, which shall be 5% of the Contract price, with 50% of being paid to the Supplier on completion and the remainder following the last day of the Rectification Period.
- 29.3 Where an entitlement to interim payments arises:
- 29.3.1 Rotala shall hold any retention monies pursuant to clause 29.2.3 which will be deducted from the amounts recorded in Rotala's payment certificates.
- 29.3.2 The Supplier may, not later than the Interim Valuation Date, make an application for payment (the "Application for Payment") by stating the sum that the Supplier considers to be due, less any deductions, and the relevant due date and specifying the method by which the amounts claimed have been calculated and annexing thereto supporting information to enable Rotala to validate the accuracy of the amount claimed.
- 29.3.2 Unless expressly agreed otherwise, the due date for payment shall be 14 calendar days from the Application for Payment and the final date for payment shall be 21 days later.
- 29.3.3 Rotala shall issue a payer notice (which shall record the appropriate level of retention) 7 days after the due date, with the last possible day available for a pay less notice (where Rotala intend to pay less than the Application for Payment) being 5 days before the final date for payment.
- 29.4 The parties agree that clause 29.3 is an 'adequate payment mechanism' for the purpose of the Housing Grants, Construction and Regeneration Act 1998 (as amended).
- 29.5 Rotala, their architect or contract administrator shall issue a final certificate, showing the Contract Price not later than 28 days from the end of the Rectification Period (assuming the Supplier has complied with their obligations thereunder) and shall include any adjustment to the Contract Price. Where effective pay less notices were served, save for where setting off or abating, Rotala shall pay the Supplier the difference between the cumulative value of Rotala's payment certificates and the Contract Price.

30. RECTIFICATION PERIOD

During the Rectification Period the Supplier shall within a reasonable period of becoming aware of, or receiving notice of, any defects, shrinkage or other faults in the Works or Goods, rectify the same at no cost to Rotala.

31. DISPUTE RESOLUTION

- 31.1 Where a dispute arises in connection with the Works that has crystallised, either party may refer the same to adjudication.
- 31.2 The nominating body for the purposes of appointing an adjudicator shall be the Centre for Effective Dispute Resolution ("CEDR")
- 31.3 The referring party shall immediately supply a copy of the completed nomination form that they supplied to CEDR to the responding party.
- 31.4 For the purpose of any notice, referral, response, reply, rejoinder, surrejoinder or any other submissions (or evidence in support thereof) the Supplier must email a copy to Simon.Dunn@rotala.co.uk and Wendy.Rowley@rotala.co.uk provided that the email and any attachment are cumulatively less than 10mb in size, otherwise the Supplier must make the aforesaid documents available to Rotala by other electronic means and email a copy of any link / download instructions to the email addresses referred to in this clause 31.4.

SCHEDULE**MANDATORY POLICIES**

The Mandatory Policies are:

- **Modern Slavery and Human Trafficking Policy** - Copy attached.
- **Corporate and Social Responsibility Policy** - Latest policy available at: <http://www.rotala.uk/our-vision/corporate-social-responsibility.html>
- **Anti-Bribery and Anti-Corruption Policy** - Copy attached.
- **Data and Privacy Policy** - Latest policy available at: <http://www.rotala.uk/legal/privacy-policy-and-data-protection.html>
- **Invoicing Policy** - Copy attached.

Modern Slavery Statement

Updated: 17 January 2024



Modern Slavery and Human Trafficking Statement

Introduction from the Chief Executive

Modern Slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We oppose slavery and human trafficking in all its forms and make this statement to set out the steps we have taken to ensure that there is no slavery or human trafficking in our business or in our supply chains.

Organisation's structure

Rotala Group Ltd is the holding company for a group of companies mainly providing transport services in the UK.

The principal trading entities are Rotala Ltd, Rotala Shared Services Ltd, Diamond Bus Ltd, Diamond Bus (East Midlands) Ltd, Diamond Bus (North West) Ltd, Preston Bus Ltd, Hallmark Connections Ltd, Hallbridge Way Property Ltd and Monetgrange Ltd (the 'Rotala Group').

The Rotala Group operates across 9 sites within the UK.

Rotala Group operate wholly within the UK and its suppliers are also predominantly based in the UK or Western Europe. As a general principle therefore, it is considered that the risk of the business contracting with organisations engaged in or exposed to modern slavery or human trafficking is very low.

Our supply chains

Our supply chains primarily include: fuel supply, vehicles, their maintenance parts and services, property and facilities services, professional services and consultancy services.

At present the Rotala Group is not aware of any part of its supply chain where modern slavery or human trafficking is an identified risk.

Our policies on slavery and human trafficking

We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. Our Anti-slavery Policy reflects our commitment to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains.

Due diligence processes for slavery and human trafficking

We have in place systems to:

- Identify and assess potential risk areas in our supply chains.
- Mitigate the risk of slavery and human trafficking occurring in our supply chains.
- Monitor potential risk areas in our supply chains.
- Protect whistle blowers.

Supplier adherence to our values

We have zero tolerance to slavery and human trafficking. We vet suppliers and sub-contractors to ensure that they are committed to ethical labour practices, which includes a requirement for anti-slavery and human trafficking provisions in all our contracts with suppliers.

We only employ agency workers through reputable employment agencies that adhere to our anti-slavery and human trafficking policy.

Training

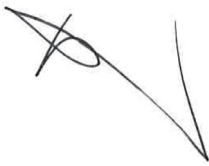
To ensure a high level of understanding of the risks of modern slavery and human trafficking in our supply chains and our business, we provide training to our staff.

Our effectiveness in combating slavery and human trafficking

The Rotala Group continually monitors its effectiveness in combatting modern slavery. As identified the group is not aware of any risks within its supply chain but if this status changes or a risk is identified the group will undertake an internal review, or appoint an independent third party to undertake an external review, to allow greater insight on ways to tackle slavery and human trafficking.

This statement is made pursuant to section 54(1) of the Modern Slavery Act 2015 and constitutes our Group's slavery and human trafficking statement for the financial year ending 30th November 2023.

Signed:



Name: Simon Dunn, Chief Executive Officer

Date: 17th January 2024

Anti-Bribery & Corruption Policy

Updated: 17 January 2024



This document sets out the rules of the Company in relation to anti-bribery and corruption across all Rotala Group operations in United Kingdom.

Compliance with the Company's policy in relation to bribery and corruption is regarded as part of Rotala's contract of employment. If an employee fails for any reason to follow the rules set out in this document this may result in disciplinary action being taken against an employee, which could result in dismissal.

Principles

Bribery is the offer or receipt of any gift, loan, payment, reward or other advantage to or from any person as an encouragement to do something which is dishonest, illegal or a breach of trust, in the conduct of Rotala's business.

Corruption is the misuse of entrusted power for private gain.

To place this in context, all Rotala's employees should be aware that if an employee engages in activities which are contrary to UK anti-bribery and corruption legislation, he or she could face up to 10 years in prison and/or an unlimited fine, and the Company could also be liable to an unlimited fine and Government sanction.

This policy document is not regarded as exhaustive, but does give specific examples of situations and sets out the rules and procedures which should be followed.

If you are at any time uncertain as to whether your actions will comply with this policy, you must seek guidance from your line manager in a first instance or senior management team members.

Guidelines

You should at all times act in accordance with the following provisions:-

- Behave honestly, be trustworthy and set a good example;
- Use the resources of the Company in the best interests of the Company and do not misuse those resources;
- Make a clear distinction between the interests of the Company and your private interests to avoid any conflict of interest, and if such conflict does arise you should report it to your line manager/or senior management team immediately;
- Ensure that any community support, sponsorship and charitable donations do not constitute bribery, and if in doubt you should consult the Company Management Team;
- Confidentially report all incidents, risks and issues which are contrary to this policy document to the Company Senior Management Team;
- Raise any issues regarding anti-bribery and corruption laws and the Company's policies. Queries will be dealt with anonymously and a written response will be issued;
- Do not offer or accept bribes.
- Do not, without express prior written approval from the Company Senior Management Team, offer or accept any gifts or hospitality to or from customers, contractors, suppliers, other third parties or public officials.
'Gifts' are presents such as flowers, vouchers, food and drink. Event and travel tickets given to you as an individual are also gifts when they are not to be used in a hosted business context.
'Hospitality' includes invitations to hosted meals, receptions and events for business purposes.
- Do not offer money to any public officials in order to speed up service or gain improper advantage. This type of bribery is a 'facilitation payment' and is illegal.

If you are faced with a demand for a facilitation payment you must:

1. Actively resist the payment;
2. Inform your line manager or senior management team.

The UK anti-bribery and corruption legislation applies to all activities of a UK-based business no matter where they are carried out in the world. This policy therefore applies to ALL activities worldwide, whatever the local law, practice or custom may be.

By complying with this policy document we aim to ensure that you and the Company will not at any time knowingly breach any relevant anti-bribery and corruption legislation and also that by adhering to the Policy the Company can demonstrate that it has adequate procedures in place to prevent such activity.

You have an independent obligation to prevent bribery and corruption in the Company and to ensure that any interaction with public officials complies with this policy document and relevant laws.

Supplier Invoicing Policy

Updated: 17 January 2024



The purpose of this update is to clarify the process that must be followed when invoicing any company within the Rotala Group. Adhering to this process will ensure that your invoices are processed in a timely manner. For reference, our group operating companies are listed below:

- Rotala Ltd
- Rotala Shared Services Ltd
- Diamond Bus Ltd
- Diamond Bus (North West) Ltd
- Diamond Bus (East Midlands) Ltd
- Preston Bus Ltd
- Hallmark Connections Ltd
- Hallbridge Way Property Ltd
- Monetgrange Ltd

1. Which company should you invoice?

You should invoice Rotala Shared Services Ltd, this is the company we use to manage our supplier payments and ledgers. The 'Invoice to' address on your Invoice should be as follows:

Rotala Shared Services Ltd
Hallbridge Way
Tipton Road
Tividale
B69 3HW

2. Purchase Orders

Invoices should clearly show a valid printed purchase order number, handwritten purchase order numbers will be rejected. A purchase order document should be issued to you by Rotala Shared Services Ltd via email. You should only use purchase order numbers that have been received via a purchase order document that is marked as Authorised.

If the order is initially placed by phone call, no action should be taken until you are sent a copy document following that call. Failure to obtain a copy purchase order will delay processing and therefore payment of your invoice.

3. Invoicing Process & Presentation

Please ensure your invoice clearly states the Net, Vat and Gross amounts. For suppliers using a standard accounts package, this should not be an issue. However, if you process your invoices via Excel, Word etc., please ensure your invoices are clear. If one of the three values above cannot be located on your invoice by initial observation, then the invoice will be rejected. Also, ensure credit notes are clearly identified as such.

Invoices should be sent by email only to **rss.invoicing@rotala.co.uk**