

Boots UK Limited

**STANDARD CONDITIONS OF CONTRACT
PROPERTY AND MAINTENANCE**

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Standard Conditions of Contract – Property and Maintenance.

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1. Definitions

1.1 In these conditions

“Adequate Procedures”	adequate procedures, as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010.
“Anti-Corruption Legislation”	means the Bribery Act 2010 and any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business
“Associated Person”	means in relation to a company, a person (including an employee, agent or subsidiary) who performs services for or on that company's behalf.
“Authorised Representative”	means the person notified by Boots to the Contractor who in respect of the Works will act in the capacity of Project Manager, Planning Supervisor (for the purposes of the CDM Regulations) Quantity Surveyor, Structural Engineer or such other supervisory role as may be appropriate from time to time;
“Boots”	means Boots UK Limited or any subsidiary from time to time of Alliance Boots Limited or its subsidiaries, as stated on any Purchase Order issued to the Contractor or any other document to which a Purchase Order may refer;
“Boots Data”	means any drawings, computer information in any format, designs, specifications or instructions for the Works as issued by or on behalf of Boots and/or referred to on the Order.
“CIS Scheme”	means The Income Tax (Sub-Contractors in the Construction Industry) Regulations (1999);

“Contractor”	means the company, organisation, contractor or individual to which the Order for Works is addressed;
“Designs”	means any designs, concepts, proposals, reports and any other documentation prepared by the Contractor pursuant to the Works;
“Personal Data”	means personal data and/or sensitive personal data as defined in the Data Protection Act 1998 (as amended) provided by Boots pursuant to this Agreement;
“Order”	means an order from Boots to the Contractor for Works;
“ Works’	means the works, services and/or goods described in the Order;
“Instruction”	Order amendment or helpdesk work instruction; and
“Service Level Requirements”	means those service levels which have been agreed by Boots and the Contractor which will be set out in a document referred in an Order and which the Contractor is required to achieve in relation to the Works.

2. Scope of Conditions

- 2.1 These Conditions apply to all Orders given by Boots to the Contractor to the exclusion of any terms and conditions printed on or referred to on any documents issued by the Contractor. Any such different terms or conditions will not apply to the Order and will be deemed not to constitute a counter-offer. All Works supplied to Boots will be supplied subject to these Conditions.
- 2.2 These Conditions and any Order may only be varied if the variation is in writing and is signed by the Authorised Representatives of Boots and the Contractor and if it states that it amends these Conditions for that particular Order.

3. Description of Works

- 3.1 The Works will be specified in the Order. The Contractor will be aware that the majority of Works will normally be undertaken within a trading retail environment.
- 3.2 Where the Works are described in other documents, such as drawings or specifications these will be referenced on the Order.

4. Contractor's Obligations

- 4.1 The Contractor warrants that the Works will be carried out properly, diligently and using all due care and skill and using plant, goods and materials which are sufficient and fit for their purpose, of satisfactory quality and of good material and workmanship.
- 4.2 The Contractor warrants that any goods forming part of the Works and delivered pursuant to the Order will conform to the specifications (if any), will be free from defects (actual or latent) in design, materials and workmanship, will be fit for the purposes for which they are normally used or those made known to the Contractor, will be of satisfactory quality and will comply with all statutory requirements and regulations relating to the goods.
- 4.3 Boots shall be entitled, by giving notice to the Contractor, to reject the whole or part of any goods forming part of the Works in respect of which the Contractor is in breach of the warranty set out in Clause 4.2 above, provided that notice of rejection is received by the Contractor within thirty (30) days of the delivery by the Contractor to Boots of the goods in question, unless the breach of warranty could not reasonably have been discovered by a visual examination of the goods. In such cases Boots shall be entitled to give notice of rejection of the goods within thirty (30) days of the date when the breach of warranty could reasonably first have been discovered by Boots.
- 4.4 Following rejection of the goods under Clause 4.3 above, Boots shall be entitled to return the rejected goods, at the Contractor's expense, to the Contractor. The Contractor shall, at Boots' option, within five (5) Working Days (or such other period as may be agreed with Boots) of receiving notice of the rejection of the goods by Boots, either:-
- 4.4.1 Deliver to Boots a quantity of replacement goods equivalent to the quantity of goods rejected; or
- 4.4.2 Refund to Boots any sum paid by Boots in respect of any such rejected goods.
- 4.5 The Works will be executed in accordance with any Boots Data for the Works which will be as issued by or on behalf of Boots and/or referred to on the Order. The intellectual property rights in the Boots Data will belong to Boots and the Boots Data must not be reproduced or used by the Contractor other than in connection with the Works. The Contractor shall not, without written permission, copy any of the Boots Data to any other form of media than that form of media being returned to Boots as part of the performance of the Services. Any information provided by the Contractor in any form of transfer media, must not corrupt or in any way damage Boots' computer systems and must comply with the Boots Manuals, referred to in Schedule 2 as amended or supplemented from time to time. Boots shall have the right, at reasonable times and upon reasonable notice, to validate the Contractor's operating and systems management procedures in so far as they are relevant to the

provision of the Works. The Contractor acknowledges and agrees that all Boots Data is the property of Boots, and that the Contractor obtains no rights of use or ownership in relation to Boots Data. Furthermore, the Contractor agrees that Boots Data shall only be used by it in connection with the provision of the Works and for no other purpose. Boots shall be entitled to ask the Contractor for a copy of all Boots Data held by the Contractor at any time during the term of this Agreement, and the Contractor agrees to supply Boots with the same in such format as Boots may reasonably specify within 5 working days of receipt of any such written request.

- 4.6 The Contractor will provide all necessary protection of the premises where the Works are to be carried out and of materials and plant and all things on such premises during the execution of the Works.
- 4.7 The Contractor will be deemed to have made due allowance in its price for executing the Works in conjunction with other persons or with other contractors whose works are not referred to on the Order.
- 4.8 The Contractor will ensure the Works are executed in conformity with all descriptions, quantities, specifications and samples set out in the Order or issued or adopted by Boots and to Boots' satisfaction.
- 4.9 Where goods are supplied by the Contractor under an Order, the Contractor undertakes to make available any spare parts required in connection with such goods for a minimum period of 10 years from the date of the Order [or for such other period as may be set out in the Order] provided that if the Contractor has given written notice to Boots prior to the date of the Order and Boots accepts that spare parts will be available for a shorter period and has received Boots' written confirmation that a shorter availability period is acceptable, then the Contractor will be required to make such spare parts available for the period stated in its notice.
- 4.10 The Contractor will take utmost care to avoid damage to all mains services and other property during the progress of the Works. Any damage to such mains services or other property will be notified to Boots immediately and will be made good at the Contractor's expense.
- 4.11 The Contractor will restrict his activities solely to the location of the designated area of the site as stated on the Order. unless otherwise specified in writing by the Authorised Representative.
- 4.12 On completion of the Works and before handing over, all tools, vehicles, temporary structures, plant, materials, rubbish and debris will be removed from the site and the site should be left clean and tidy to the satisfaction of the Authorised Representative

5. Commencement and Completion

- 5.1 The Works will be commenced, carried out and completed on the dates and/or at the times and places specified in the Order unless otherwise specified in writing by the Authorised Representative.
- 5.2 Except as provided in 5.2.1 or 5.2.2, Works should not be commenced without an Order.
- 5.2.1 In exceptional circumstances, Works may be required to be undertaken on an emergency basis in which case the Contractor will be verbally instructed to proceed. Such emergency Works will be carried out in accordance with these Conditions. A retrospective Order must be issued on the next working day before emergency Works continue.
- 5.2.2 Boots may require the Contractor to proceed by way of a letter of intent (in such form as Boots may notify) in which a financial limit has been set in respect of specified works which the Contractor is to carry out. The Contractor agrees to carry out the specified work pending receipt of an Order and Boots agrees to meet all reasonable and properly accounted costs incurred by the Contractor in connection with such specified works up to the date of confirmatory Order or of the notice of cancellation issued by Boots. For the avoidance of doubt Boots will not be required to meet any expenses which have not been specified in such a letter or where a purported letter of intent does not set a financial cap.

Extension of Time

- 5.3 If it becomes apparent that the Works will not be completed by the dates specified in the Order or otherwise specified by the Authorised Representative (pursuant to Clause 5.1 above) for reasons beyond the control of the Contractor, then the Contractor will so notify immediately in writing the Authorised Representative who will consider any extension of time for completion as may be reasonable in all the circumstances. Reasons within the control of the Contractor include any default of the Contractor or of others employed or engaged by him in connection with the Works and of any contractor of goods or materials for the Works.

Liquidated Damages

- 5.4 If the Works are not completed by the date specified in the Order (or otherwise specified by the Authorised Representative pursuant to Clause 5.3 above) the Contractor will pay or allow Boots liquidated damages at a rate specified in the Order if any. Boots may deduct such liquidated damages from any money due to the Contractor under the Order or may recover them from the Contractor as a debt.

Practical Completion

- 5.5 The Authorised Representative will certify the date when in his opinion the Works have reached practical completion and the Contractor has complied sufficiently with

Clause 11.3.

Defects Liability

- 5.6 Any defects, excessive shrinkages or other faults to the Works which appear within 12 months of the date of the practical completion or within such other dates as may be specified in the Order or which are specified in some other agreed warranty and are due to materials or workmanship not in accordance with the Order or frost occurring before practical completion will be made good by the Contractor entirely at his own cost unless the Authorised Representative will otherwise instruct. The Authorised Representative will certify the date when in his opinion the Contractor's obligations under this Clause 5.6 have been discharged.

Service Level Requirements

- 5.7 The Contractor will achieve the agreed performance targets as set out in the Service Level Requirements document.
- 5.8 The Service Level Requirements will be reviewed quarterly and may be amended by written agreement between the parties, giving four weeks notice of changes to take place.
- 5.9 Failure on the part of the Contractor to comply with Service Level Requirements will result in a review of the cause and the Contractor shall take the necessary action to prevent reoccurrence of the failure due to that cause. This is to include management of their own staff's performance and if necessary removal of the individual from the Boots contract.
- 5.10 Failure by the Contractor to meet the Service Level Requirements may have an impact on the price paid by Boots in respect of the Works.

6. Control of the Works

General

- 6.1 The Contractor will not assign this Agreement without the prior written consent of Boots.
- 6.2 The Contractor will not sub-contract the Works or any part thereof without the prior written consent of the Authorised Representative.
- 6.3 The Contractor will at all reasonable times keep upon the Works competent personnel (including a person in charge if appropriate) and any instructions given to the person in charge by the Authorised Representative will be deemed to have been issued to the Contractor.
- 6.4 The Authorised Representative may issue instructions requiring the exclusion from the Works of any person or persons employed thereon.

- 6.5 The Contractor is not permitted to use Boots' tools, plant, vehicles, materials or substances or other equipment unless approved by the Authorised Representative. This includes ladders.
- 6.6 The Contractor must not enlist the services of any Boots employee to assist with the Works or any part thereof unless permission is granted by the Authorised Representative.
- 6.7 The Contractor will afford all facilities to any authorised inspectors and representatives of Boots to periodically inspect the fire prevention and health and safety arrangements on the premises where the Works are being carried out and will, at his own cost, take such steps to reduce the fire and health and safety risks including those that Boots may from time to time reasonably identify.

Authorised Representative

- 6.8 Boots will notify the Contractor of the identity and capacity of its Authorised Representative who will be responsible for the supervision of the Works. Upon receiving notice of the Authorised Representative, the Contractor will confirm in writing within 7 days that such notice has been received.
- 6.9 The Authorised Representative may issue reasonable written instructions consistent with the Order which the Contractor will carry out forthwith. If instructions are given orally the Contractor will, within two days, confirm these in writing to the Authorised Representative. If the Contractor has not complied with the Authorised Representative's instructions within 7 days then Boots may employ and pay other persons to carry out the Works and all costs incurred thereby may be deducted by Boots from any monies due or to become due under the Order to the Contractor under the Order or will be recoverable from the Contractor by Boots as a debt.

Variations

- 6.10 The Authorised Representative may make an addition to or omission from or other change in the Works or the sequence or period in which the Works are to be carried out in which case the Order will be deemed to have been varied and any such change and the costs thereof will be calculated by Boots on a fair and reasonable basis having regard to the prices contained in the Order (unless a specific variation in price has been agreed between the Authorised Representative and the Contractor prior to the Contractor carrying out any such change).
- 6.11 If any additional work is identified or required to be made by the Contractor (including those for the expenditure of contingencies or provisional sums), the Contractor will submit a written request to the Authorised Representative. The Contractor may proceed with any such additional works only after it has been authorised by the Authorised Representative. Payment will not be processed for work carried out without a written authorisation which references the Order.

Protection of the Works, etc.

- 6.12 The Contractor will provide all necessary protection of the site, the Works, and of goods, materials and plant and all things on the site, during the execution of the Works.

Welding

- 6.13 The Contractor acknowledges that the use of Thoriated tungsten welding electrode (TIG) is forbidden on all Boots sites and properties. Alternative electrodes that do not contain Thorium, or other potentially radioactive materials are available and these may be used after the Contractor has obtained the written authorisation of the Authorised Representative.
- 6.14 No Welding will be carried out without the Contractor having received the prior written authorisation of the Authorised Representative so that suitable precautions may be taken.

Precautions to Prevent Nuisance

- 6.15 The Contractor will be required to keep the site (as far as it is under his control) clean and tidy at all times, to remove any waste generated by the Works and to take all reasonable precautions to prevent a nuisance or inconvenience to Boots, its staff, tenants, occupiers, customers, adjoining owners and members of the general public generally and ensure efficient environmental protection measures are taken, all at the Contractor's cost.

Fire Alarms, Evacuation Procedures

- 6.16 The Contractor and his staff must be aware of fire alarm and evacuation procedures at the properties, and the Contractor must ensure that this information is available to their staff before work commences

7. Risk and Title

- 7.1 Title to all plant, goods or materials forming part of the Works will pass to Boots upon its delivery to site. Risk in such plant, goods or materials will remain with the Contractor until satisfactory completion of the Works.

8. Tooling

- 8.1 Details of any proprietary technology which the Contractor will use in connection with any tooling required to manufacture the items forming part of the Works will be provided on receipt of Boots' Order.
- 8.2 The intellectual property rights in any element of any tooling which the Contractor has designed, or procured the design of, pursuant to an order (the "Tooling") shall vest in Boots in accordance with Clause 9 [Intellectual Property].

- 8.3 Boots shall pay the Contractor in respect of any Tooling costs either as a fixed cost or on an amortisation basis. The method of payment and Tooling cost will be specified in the relevant Order.
- 8.4 Title to any Tooling shall pass to Boots upon payment.
- 8.5 The Tooling shall be marked to indicate that it is the property of Boots and such markings shall not thereafter be deleted or obscured.
- 8.6 The Contractor shall bear the risk for any Tooling whilst it is on its premises or on the premises of any approved sub-contractor and during the course of carrying out the Works and shall be insured on an 'all risks' basis by the Contractor in the name of Boots to cover the full replacement value of the Tooling. Such insurance cover shall be effective from the date upon which title passes to Boots and shall be maintained by the Contractor until collection of the tooling by Boots.
- 8.7 If Tooling becomes obsolete, the Contractor shall either permit Boots to enter its premises and to take possession of the tooling or comply with the instructions for its disposal issued by Boots.
- 8.8 The Contractor shall at its own expense keep the Tooling safe and in good repair and condition, in an appropriate environment and at all times fit for the purpose of manufacturing the Products and shall if necessary purchase replacement tooling which shall become the property of Boots and subject to the terms of the Order as if it was the Tooling originally purchased.
- 8.9 The Contractor shall ensure that Tooling maintenance records are kept up to date and include any Tooling modifications. Before any such modification is made the Contractor shall seek the prior approval of Boots and having made the modification the Contractor shall notify Boots accordingly. Boots shall have access to these maintenance records at all reasonable times.
- 8.10 None of the Tooling shall be removed from its premises by the Contractor or any third party without the prior written consent of Boots.
- 8.11 The Contractor will ensure that all Tooling drawings are kept up to date and represent the Tooling at all times.
- 8.12 Any damage to the Tooling caused by the misuse of the Tooling by the Contractor shall be repaired by the Contractor at its own cost.
- 8.13 Boots shall be entitled to request that changes are made to items forming part of the Works. If these can be incorporated without any change to the Tooling no further tooling cost will be payable. If the changes to such items are such that changes to the Tooling are required, then the modification to the Tooling shall be carried out in accordance with Clause 8.9 and payment in respect of any additional

costs reasonable incurred by the Contractor and approved by Boots shall be made by Boots in accordance with the principles set out in Clause 8.3.

- 8.14 The Contractor may use the Tooling without charge during the continuance of the Order for the purpose of manufacturing and packing items forming part of the Works for Boots but shall not use the Tooling for any other purpose whatsoever.
- 8.15 Boots' representative shall have the right to inspect the Tooling and all Tooling maintenance records at the Contractor's Premises at any reasonable time

9. Intellectual Property

- 9.1 All copyright, design right, patents, registered designs, unregistered designs, know-how and other intellectual property rights in the United Kingdom and abroad ("IP Rights") in any information, documentation and other materials of whatever nature provided by Boots to the Contractor in connection with the Works shall remain at all times the property of, and vested in, Boots. IP Rights owned by Boots will only be used by the Contractor to the extent, and in the manner, previously authorised in writing by Boots. For the avoidance of doubt, it is agreed that all IP Rights in any designs, design concepts or technology developed by either party prior to the Works will continue to belong to the party which developed the same and no licence is granted to the other party of such IP Rights except as set out in these Conditions.
- 9.2 For the purposes of these Conditions, "Materials" means all designs, design concepts, works and materials, represented by artworks, documents, drawings, films, models, plans, photographs, sketches, software, written or other materials (in whatever form) created or prepared by, or on behalf of, the Contractor pursuant to the Works.
- 9.3 Subject to Clause 9.4, it is the intention of the parties that Boots shall own all IP Rights in any Materials. To that end the Contractor hereby absolutely and irrevocably assigns to Boots, as legal and beneficial owner and with full title guarantee, by way of present assignment of present and future copyright, all the IP Rights whether in existence now or created in the future throughout the world for the full duration of such IP Rights and any renewals or extensions thereof in or arising out of the Materials, immediately on their coming into existence, together with the right to sue for damages for past infringement (and waives or agrees to procure the waiver of any moral rights). The Contractor agrees to do all such acts and execute any documents as may be necessary to vest such IP Rights in Boots or its nominees.
- 9.4 The Contractor agrees to notify Boots and seek Boots' prior written approval before commissioning any third parties in relation to the Works. The Contractor shall use all reasonable endeavours to secure written assignments to Boots of all IP Rights in any Materials commissioned by the Contractor from third parties in relation to the Appointment and shall in any event inform Boots in advance if all relevant IP Rights will not be vested in Boots. In any event, the Contractor shall ensure that it or Boots

shall have sufficient rights vested in it to enable such Materials (including the underlying designs) to be reproduced, distributed and used by Boots or its nominees without restriction and without further payment.

- 9.5 The Contractor warrants that the Materials shall be original and not copied from any third party and that the IP Rights in the Materials shall be free of all third party claims of ownership. The Contractor undertakes not to create, copy, implement, recreate or reimplement any work or thing which is similar in any material respect to any of the Materials without the prior written consent and agreement of Boots.
- 9.6 The Contractor shall indemnify Boots against all costs, damages, expenses, liabilities and losses of any nature whatsoever incurred and suffered by Boots in respect of any breach by the Contractor, its employees, agents or sub-contractors of this Clause 9, including, but without limitation, in respect of:
- 9.6.1 any claim by any third party that the possession, exploitation and/or use of any of, or all, the Materials infringes any IP Rights of such third party; and
- 9.6.2 any of, or all, the IP Rights intended to be assigned to Boots pursuant to this Clause 7 are not or cannot be assigned to Boots in accordance with the provisions of this Clause 9.

10. Payment

Priced Schedule/Specification/Tenders/Quotations

- 10.1 Contractor must be able to transact electronically. No paper/ fax invoices will be accepted.
- 10.2 Except in those circumstances referred to in Clause 5.2 above, prior to commencement of the Works, the Contractor will submit to the Authorised Representative for approval a priced schedule/specification/tender or quotation detailing the scope of the Works and, if the Contractor holds a CIS registration card, separately identifying the value of direct material and other costs.
- 10.3 The price for Works will (unless otherwise agreed) be fixed at the date of the Order. The Contractor will submit an invoice for each Order or part thereof to Boots in accordance with the payment schedule specified in the Order for payment in respect of the Works or part thereof. Boots will not pay any invoices unless all details on the invoice are consistent with those shown on the Order. All such invoices are to be accompanied by the following information:
- 10.3.1 Order number(s)
- 10.3.2 Location of work (Store, Number and Address).
- 10.3.3 Contractor Reference Number/Name.

- 10.3.4 Breakdown of labour/materials/call-out/mileage/expenses (if applicable).
- 10.3.5 Quotation number (if applicable).
- 10.3.6 Originator.
- 10.3.7 Work description.
- 10.3.8 Value of direct material and other costs (if Contractor holds a CIS registration card).
- 10.3.9 Details of all amendments to the Order as agreed by Boots.
- 10.3.10 Work record sheet for all maintenance Works and for other works (if applicable).
- 10.3.11 Job Instruction (JI) number.

- 10.4 Invoices must be sent to:
- Opc.invoicing.query@boots.co.uk
- or to such other address or party as directed by Boots.
- 10.5 The invoices will be full value with no interim payments for incomplete Works or services awaiting delivery except where Boots has specified stage payments in the Order or where Boots instructs a delay in delivery, cancellation or storage requirements. These invoices will include all agreed amendments to the Order and may be submitted to Boots after completion of the Works or specified part thereof to Boots reasonable satisfaction.
- 10.6 Boots standard settlement terms are 2.5% net 75 days. This means that payment will be made on the 75th day (or following business day should this fall on a weekend or public holiday) after the end of the month of invoice, with 2.5% discount deducted. Payment may be made by the process of Bank Automatic Clearance System (BACS).
- 10.7 If materials have been purchased by the Contractor or the Contractor has used a subcontractor to carry out works which constitute part of the Works the Contractor agrees to make payments to such suppliers and/or subcontractors in accordance with the requirements of Part II of the Housing Grants, Construction and Regeneration Act 1996. Where the Contractor has been paid by Boots under a valid invoice, the Contractor will within 30 days of receiving payment from Boots make the corresponding payment which is due to the supplier or subcontractor (as the case may be) and will provide Boots with confirmation that this payment has been made. If the Contractor fails to make such payment to the supplier or subcontractor or fails to provide Boots with such notice, Boots will be entitled to withhold the amount due to the Contractor from any further monies due to the Contractor under the Order, or under any other order, until such time as confirmation has been received from the Contractor that the due payment has been made. The rights of any supplier and/or subcontractor under The Contracts (Rights of Third Parties) Act 1999 against Boots in respect of any payments due to be made by the Contractor are hereby excluded to the maximum extent permitted by law.
- 10.8 Value added tax will be payable by Boots where appropriate and subject to receiving a valid tax invoice.
- 10.9 The Contractor will be required to comply with all statutory tax deduction schemes. Where the Contractor is a 'subcontractor' for the purposes of such schemes, Boots will be entitled to make all required deductions. In particular, the Contractor will comply with The Income Tax (Sub-contractors in the Construction Industry) Regulations (1999) (the "CIS Scheme") and will provide Boots with evidence that a valid tax exemption certificate or registration card is held.

- 10.10 In accordance with the CIS Scheme, Boots will be entitled to withhold payment until the Contractor has provided evidence that a valid tax exemption certification certificate or registration card is held.
- 10.11 In accordance with the CIS Scheme, Boots will be entitled to make a deduction in respect of non-direct material costs if the contractor/sub-contractor has provided evidence that a valid registration card is held.
- 10.12 If the Contractor fails to submit any invoice within 12 months of its due date, Boots will be entitled to deduct a handling charge of £100 in respect of such invoice from the payment to be made thereunder. Where the Contractor submits a consolidated invoice covering more than one transaction, Boots will be entitled to deduct the £100 handling charge in respect of each transaction for which an invoice was not submitted within 12 months of its due date.
- 10.13 If Boots fails to pay any amount properly due and payable by it under these terms, the Contractor shall be entitled but not obliged to charge Boots interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgement, at the rate of 2 percent per annum above the base rate for the time being of The Royal Bank of Scotland PLC. Such interest shall accrue on a daily basis. The Contractor shall have no right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

11. Injury, Damage and Insurance

- 11.1 The Contractor will be liable for, and will indemnify Boots against, any expense, liability, loss, claim, damages or proceedings whatsoever arising under any statute or common law in respect of personal injury to or death of any person or damage to any property real or personal including the property of Boots arising out of or in the course of or caused by the carrying out of the Works by the Contractor (or its agents employees or sub-contractors) except to the extent that such injury or death results from any negligent act or omission of Boots.
- 11.2 Without prejudice to his obligation to indemnify Boots the Contractor will take out and maintain cause any sub-contractor to take out and maintain:-
- 11.2.1 Insurances with a limit of cover not less than £5,000,000 to cover the liability of the Contractor, in respect of personal injuries or death or damage to property real or personal arising out of or in the course of or caused by carrying out of the Works: and
- 11.2.2 Insurances with a limit of cover not being less than £5,000,000 to cover the liability of the Contractor in respect of injury arising out of or in the course of or caused by the carrying out of the Works.
- 11.2.3 Such insurances with a limit of cover of such insurance not being less than £500,000 to cover the liability of the Contractor, in respect of professional

indemnity for the design of such buildings or items which have been designed by or on behalf of the Contractor pursuant to the Order.

- 11.3 The Contractor will produce for inspection the relevant policy or policies of insurance together with the receipts in respect of premiums paid under such policy or policies as and when required to do so by Boots.

12. Statutory Obligations

- 12.1 In carrying out the Works, the Contractor will be responsible for compliance with, and give all notices required by any statute, any statutory instrument, rule order regulation or bylaw, industry Code of Practice, British, European or ISO Standards as amended from time to time applicable to the Works (the “statutory requirements”) and will pay all fees and charges which are payable in respect thereof. Some of the relevant statutes, regulations and codes of practice are set out, for information purposes, in Schedule 2. It is the Contractors responsibility when carrying out the Works to ensure compliance with all relevant statutory requirements.
- 12.2 If the Works (or goods and materials used therein) are covered by the statutory requirements the Contractor will provide all certification or other information required thereby or deemed necessary by Boots to verify compliance.

Health and Safety

- 12.3 The Contractor will comply with the Health & Safety at Work Act 1974 and any relevant Statutory Instruments and other legislation such as CDM regulations, which are from time to time in force including but not limited to the legislation listed in Schedule 2. In addition the Contractor must comply with the Boots Manuals and additional instructions regarding safety as referred to in Schedule 2, which are available for inspection on request from the Authorised Representative.

Electrical Wiring

- 12.4 The Contractor will ensure all work is carried out in accordance with all relevant regulations and codes of practice including but not limited to those set out in Schedule 2.

Combustible Materials/Flammable Materials, etc

- 12.5 The accumulation of combustible materials or flammable liquids, etc. must be avoided. Storage of such items must be approved by the Authorised Representative.

13. Confidentiality & Data Protection

- 13.1 Subject to the following provisions of this Clause 13, the Contractor shall not, without the prior written consent of Boots, disclose to any person, firm or company the existence and/or content of the Works, or any other information supplied by

Boots under or in contemplation of the Works and the Contractor shall not use any such information except as contemplated or provided for in the relevant Order.

- 13.2 The Contractor shall limit disclosure of the information referred to in Clause 13.1 to such of its employees and agents as are necessarily involved in the provision of the Works and shall ensure that each such employee and agent shall observe the provisions of this clause and in relation to agents shall procure that they enter into a suitable secrecy agreement approved by Boots prior to any information being disclosed to them.
- 13.3 The preceding obligations of the Contractor under this clause shall not apply to any information which:-
- 13.3.1 is public knowledge at the time of the Order or subsequently becomes public knowledge through no act or failure to act on the part of the Contractor;
 - 13.3.2 is known to the Contractor at the time of disclosure or which is subsequently disclosed to the Contractor by a third party which is not the subject of any restriction on disclosure imposed on such third party and in each case the Contractor can show the same to be the case by reference to its own written records; or
 - 13.3.3 is required to be disclosed by law.
- 13.4 Where the Contractor processes Personal Data, the Contractor shall:
- 13.4.1 use the Personal Data only on the instructions of Boots to perform its obligations under this Agreement and for no other purpose;
 - 13.4.2 keep the Personal Data confidential and provide appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of or damage to the Personal Data;
 - 13.4.3 not process Data outside of the UK without the prior written consent of Boots;
 - 13.4.4 take all reasonable steps to ensure the reliability of any of its staff who have access to Personal Data;
 - 13.4.5 provide such information as is reasonably necessary to enable Boots to satisfy itself of the Contractor's compliance with this Clause 13.4 and allow Boots, its employees or authorised agents or advisers upon reasonable prior written notice to Contractor, reasonable access to any relevant premises, during normal business hours, to inspect the procedures and measures referred to in this Clause 13.4.
 - 13.4.6 promptly inform Boots of any request for disclosure of Personal Data from a data subject or any other third party which it receives directly and provide a copy of such request without disclosing or releasing any Personal Data to such third party without first consulting with and obtaining the consent of Boots and provide reasonable assistance to Boots in complying with any subject access request and/or responding to any enquiry made, or

investigation or assessment of processing initiated by the Information Commissioner in respect of the Personal Data as soon as is possible but in any event within 5 working days of receipt of the request or any other period as agreed in writing with the Boots from time to time.

- 13.5 In the event that the Contractor becomes aware that it is processing, or has processed, Personal Data in contravention of Clause 13.4, the Contractor shall promptly, and in writing, notify Boots with full details of the contravention.
- 13.6 The Contractor shall indemnify and keep indemnified Boots and the Alliance Boots Group against all costs, claims, losses, damages and expenses (including legal expenses) arising out of or in connection with any breach of Clauses 13.4 and 13.5 by the Contractor, its employees agents and/or sub-contractors.
- 13.7 The Contractor shall, on termination of this Agreement or any part of it, and at anytime on the request of Boots either return or destroy the Personal Data (including all copies of it) immediately provided that in relation to any partial termination of the Works it shall not be required to do so where this would adversely affect the Contractor's ability to provide the remaining Works.
- 13.8 The Contractor shall comply with the Boots IT security policy.

14. Termination of Contract

- 14.1 Boots will be entitled to terminate any Order forthwith if:-
- 14.1.1 the Contractor is in breach of any of the terms or conditions of the Order;
- 14.1.2 a resolution is passed or adopted for the winding up of the Contractor or if a petition is presented for the appointment of a liquidator or administrator, if a receiver or administrative receiver is appointed over its business or assets (or part thereof) or if the Contractor becomes insolvent;
- 14.1.3 the Contractor (being an individual) becomes insolvent, commits any act of bankruptcy or if a petition or receiving order in bankruptcy is presented or made;
- 14.1.4 the Contractor seeks to or makes any composition or arrangements with its creditors, proposes a voluntary arrangement or is unable to pay its debts as they fall due;
- 14.1.5 the Contractor ceases or threatens to cease to carry on its business or trade;
- 14.1.6 the Contractor has failed to meet the agreed Service Level Requirements following review of the causes under clause 5.9 above;

- 14.1.7 the Contractor is the subject of any change in control in its ownership or in the ownership of its business;
- 14.2 termination will be without prejudice to any rights accrued prior to the date of termination.
- 14.3 Following termination pursuant to Clause 14.1, or if Boots ceases trading with the Contractor or if the Contractor ceases trading, any Contract Documents and Designs in its possession will be returned to the Project Manager, Property & Planning, Boots UK Limited, Nottingham NG94 1HQ.

Cancellation

- 14.4 Boots will be entitled to terminate the whole or any part of an Order at any time forthwith by giving written notice to the Contractor and forthwith upon receipt of such notice the Contractor will use its best endeavours to comply with such a notice. In the event of such cancellation Boots will pay a fair and reasonable price to the Contractor in respect of any reasonably, unavoidably and properly completed or partially completed work and any unused and undamaged materials in the possession of the Contractor which have been made by or delivered to the Contractor prior to the date of Boots' notice. If any circumstances arise which will give rise to a claim by the Contractor under this Clause 14.3 then the Contractor will immediately give notice of such circumstances to Boots and will not make any settlement or other compromise with any third party without the express written consent of Boots. Boots will indemnify the Contractor against any expenses which are reasonably and properly chargeable by the Contractor pursuant to the Works to be the extent that such expenses would otherwise represent an unavoidable loss to the Contractor by reason of the cancellation. For the avoidance of doubt, this indemnity will not apply where the appointment has been terminated pursuant to Clause 14.1 of these Conditions.

15. Assignment/Sub Contracting

- 15.1 All Orders placed by Boots pursuant to these Conditions are personal to the Contractor who shall not, without Boots' prior written consent, assign or sub-contract any of its rights or obligations hereunder.
- 15.2 Boots shall be entitled to assign its rights under these terms to any member of the Boots group of companies.

16. Site Security

Each Contractor's employee, sub-contractor or agent will on visiting a Boots, premises for the first time be required to complete a security form and be briefed on the local Health & Safety procedures understand that he/she is bound by the rules contained therein. The Contractor will include the cost of such personnel complying with such local procedures in the price for the Works. A separate form

will be required at each premise in which the employee works. The Contractor will ensure compliance with the rules set out in Schedule 5 by each employee.

17. Environmental Policy

17.1 It is Boots policy to develop its business, products and operations in a way that demonstrates real concern for the environment and Boots actively encourages Contractors to demonstrate that they follow a similar policy and that they adhere to Boots' Environmental Policy which can be found at <http://www.boots-csr.com/default.asp>.

17.2 In accordance with Boots Environmental Policy, the Contractor will demonstrate that energy efficiency has been adequately considered in the selection and installation of any equipment forming parts of the Works and will report the Authorised Representative on this matter before such equipment is supplied and installed by the Contractor.

18. Waste

The Contractor must ensure that all waste removed from Boots property is disposed of in a manner sufficient to avoid pollution of the environment or cause danger to health and safety. The Contractor will comply with all current standards and relevant legislation concerning the disposal of waste. All Appropriate waste transfer documents will be maintained by the Contractor and copies issued to the Authorised Representative.

19. Protective Clothes

The Contractors personnel will wear protective and/or working clothes, which will be of an acceptable standard for the trade being executed, and be in a clean and presentable condition. The Contractor's name will be attached to or marked on such clothes and be clearly visible. Boots will have the authority to call for the removal of any person not wearing satisfactory clothing.

20. Corruption

Boots will be entitled to terminate the Order and recover from the Contractor the amount of any loss resulting from such termination if the Contractor (or any sub-Contractor) will have offered, given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do any act in relation to the Order.

21. Hospitality and Gifts

The Contractor shall adhere to Boots' Code of Conduct as hospitality and gifts as notified to the Contractor from time to time.

22. Publicity

22.1 The Contractor will obtain the written approval of Boots prior to making any publicity, press or public announcement regarding the Works or any ancillary matter and the Contractor will not use the Boots name logo, emblem or trading address except with the prior written consent of Boots.

23. Transfer of Undertakings (Protection of Employment) Regulations 1981

23.1 If, on termination of this Agreement, the Transfer of Undertakings (Protection of Employment) Regulations 1981 ("Regulations") would apply to employees of the Contractor or its permitted sub-contractor(s) (if any) ("the Relevant Personnel"), then the Contractor agrees that:

23.1.1 on Boots' request it will:

23.1.1.1 provide Boots (or its nominee) in a timely manner with such information about, and employment records relating to the employment of the Relevant Personnel as Boots requests;

23.1.1.2 co-operate in a timely manner in ensuring the orderly transfer of the employment of the Relevant Personnel, and provide Boots (or its nominee) with such information or assistance as Boots may reasonably request;

23.1.1.3 comply with the Regulations, and in particular Regulation 10;

23.1.2 at no time following receipt of a request under Clause 23.1.1, or at any time after it has received notice to terminate a contract of purchase to which this Agreement applies will the Contractor move the Relevant Personnel off the Boots account, change their terms and conditions of employment or employ new personnel (itself or via any permitted sub-contractor) to perform its obligations under this contract of purchase without Boots prior written consent. Where the Contractor is obliged to replace Relevant Personnel who choose to terminate their employment, the Contractor will notify Boots of the same and use its best endeavours to ensure that any replacement has the same level of skills and expertise as the person they are replacing, and that a sufficient level of knowledge transfer takes place;

23.1.3 it will procure that its permitted sub-contractor(s) (if any) comply with the provisions of this Clause 23 to the extent that they employ any of the Relevant Personnel;

- 23.1.4 permit Boots to modify the provisions of this Clause 23 on written notice to the Contractor to the extent reasonably required to accommodate any changes in the Regulations or any other related applicable employment legislation in force from time to time;
- 23.1.5 indemnify Boots against all damages, losses, costs, awards, liabilities and expenses incurred by Boots in connection with:
 - 23.1.5.1 the termination of employment of any of the Relevant Personnel either prior to the date of termination of the contract of purchase, or for a period of six months after such date where any of the Relevant Personnel are made redundant by Boots;
 - 23.1.5.2 any act or omission of the Contractor or its sub-contractors in respect of any of the Relevant Personnel;
 - 23.1.5.3 any claim by any person who is not a member of the Relevant Personnel that his employment has been or should have been transferred to Boots or a third party by virtue of the Regulations;
 - 23.1.5.4 any breach by the Contractor or its sub-contractors (if any) of any of the obligations imposed on them in this Clause 23;
- 23.1.6 it will, upon demand by Boots prior to or after the date of termination of the Order for goods forming part of the Works, enter into indemnities in favour of the third party appointed by Boots to provide such goods in place of the Contractor in the form entered into in favour of Boots and set out in Clause 23.1.5;
- 23.1.7 it warrants that the information provided to Boots or its nominee under this Clause 23 will be complete and accurate at the time that it is provided.
- 23.1.8 The Service Provider shall use reasonable efforts to deploy the Employees in relation to the provision of the Services in such a way that no such Employee shall devote any more than 40 per cent of their available working time to the provision of the Services without prior written consent of Boots.

24. Adjudication

Where the Works constitute 'construction operations' under the Housing Grants, Construction and Regeneration Act 1996, if any dispute or difference arises under this Agreement either party may refer it to adjudication in accordance with the procedures set out in JCT Agreement for Minor Building Works 1998 Edition, Supplemental Condition D. If under clause D2, the parties have not agreed a person as the Adjudicator the nominator of the Adjudicator will be chosen in accordance with Article 6 of the said JCT Agreement.

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Standard Conditions of Contract – Property and Maintenance.

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25. Benefit of Agreement (Third Party Rights)

- 25.1 Save as otherwise expressly provided herein, no term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 25.2 References to Boots in this Agreement include references to other members of the Boots Group so that, for example, an obligation to supply Works to Boots is to be construed as an obligation to supply Works to Boots and other members of the Boots Group.
- 25.3 The Contractor shall be entitled and obliged to rely upon the authority of Boots as agent for other members of the Boots Group in all matters relating to this Agreement, unless Boots gives the Contractor notice in writing to the contrary.
- 25.4 Boots shall be entitled to enforce this Agreement on behalf of other members of the Boots Group and/or claim for costs/losses suffered by any member of the Boots Group as though it was suffered by Boots.

26. General

Waiver

- 26.1 The rights of Boots under an Order may be exercised as often as necessary and a delay in exercising or non-exercise of any such right is not a waiver of that right.

Severability

- 26.2 If a provision of an Order is or becomes illegal, invalid or unenforceable that will not affect the legality, validity or enforceability of any other provision of an Order.

Entire Agreement

- 26.3 These Conditions (and documents or agreements referred to herein) set out the entire terms of the agreement between the parties in relation to the provision of Works pursuant to any Order and supersede all preliminary correspondence, discussions and negotiations, undertakings and arrangements and cancel all previous printed conditions printed by Boots for the purchase of goods or services in the United Kingdom.

Relationship

- 26.4 The Contractor will act as principal and not as agent or partner of Boots in carrying out the Works.

Further Assurance

- 26.5 The Contractor will from time to time and at all times do or procure the doing of all acts and things and will of all documents as may be required after the date of an Order to vest in Boots the legal and beneficial ownership of the Works supplied to it and to implement and comply with the terms of any such Order.

Law

- 26.6 The Contract will be governed and construed in accordance with the Laws of England which will be the applicable law. Subject to Clause 23, all disputes will be subject to the non-exclusive jurisdiction of the English Courts

Anti- Corruption

27. The Contractor acknowledges that Boots is committed to eliminating all risk of bribery and corruption in its supply chain, and has received an explanation of Boots' anti-corruption policies.
- 27.1 The Contractor acknowledges and agrees that Boots shall not be under any obligation to carry out any action or make any omission under this Agreement to the extent that Boots reasonably believes it would be in breach of any Anti-Corruption Legislation.
- 27.2 The Contractor acknowledges and agrees that neither it nor any third party has breached any Anti-Corruption Legislation in order for the Contractor to enter into this Agreement.
- 27.3 The Contractor warrants and undertakes that:
- 27.3.1 it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or is otherwise contrary to any Anti-Corruption Legislation;
 - 27.3.2 it has, and will maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;
 - 27.3.3 it, and each of its employees, directors, officers, subcontractors, agents and representatives that will do anything on its behalf in relation to (a) its selection as the supplier or (b) the performance of its obligations under this Agreement, has not taken, and will not take, in the name of, for the account of or on behalf of Boots, any actions in furtherance of (and it has not omitted to and will not omit to take any action preventing): (i) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity or (ii) the request for, agreement to or acceptance of any payment, gift, money or anything else of value, in each case, which constitutes a breach of any Anti-Corruption Legislation;

- 27.3.4 it will keep accurate and detailed books, accounts, and records on all business activity conducted pursuant to this Agreement; and
- 27.3.5 from time to time, at the reasonable request of Boots, it will confirm in writing that it has complied with its undertakings under clauses [27.3.1] to [27.3.4] above and will provide access to such people and/or information reasonably requested by Boots in support of such compliance.
- 27.4 Breach of any of the undertakings in this clause shall be deemed to be a material breach of this Agreement.
- 27.5 Where Boots reasonably believes that Contractor is in breach of its obligations in clause 27.3, upon request by Boots in writing, Contractor will make available such people, books, accounts, records and other documentation relevant to its business activities conducted pursuant to this Agreement for an audit to be performed by a recognised independent firm of accountants (the "Auditor") designated by Boots to the extent relevant to that breach. The Auditor shall provide to Boots only information obtained from such review that relates to the possible breach. The costs of such audit shall be borne by Boots save where the Auditor confirms that Contractor is in breach of its obligations, in which case, Contractor shall bear all costs.

28. **SCHEDULE 1**

HAZARDOUS SUBSTANCES

Asbestos

1. No materials or products containing asbestos will be used in the Works.
2. The Contractor will comply with the Control of Asbestos at Work Regulations and his attention is drawn to the following sources of information and guidance:-
 - 2.1 The Control of Asbestos at Work Regulations 1987 (as subsequently amended).
 - 2.2 The Control of Pollution (Special Wastes) Regulations 1980 (as amended (e.g. 1985)).
 - 2.3 The Classification, Packing and Labelling of Dangerous Substances Regulations 1984 (as amended (e.g. 1986 and 1988)).
 - 2.4 The Asbestos (Licensing) Regulations 1983 (as amended).
 - 2.5 The Approved Code of Practice for work with Asbestos insulation, Asbestos coatings and Asbestos insulation boards.
 - 2.6 All guidance notes and booklets issued by the Health and Safety Executive.
3. The Contractor will be responsible, by taking all reasonable steps for ensuring compliance with the regulations and codes at all times and for obtaining all approvals from Local Waste Regulatory Authorities before disposal of cement bonded board asbestos waste, or any other asbestos or asbestos based material.

FAILURE TO COMPLY WITH THE REGULATIONS IS A CRIMINAL OFFENCE.
4. Before commencing work, the Contractor should establish whether the particular work to be undertaken might involve asbestos or the disturbance of asbestos, or asbestos containing materials. Reference should be made to any records held or available through the Authorised Representative. The Authorised Representative

will arrange for a survey for the presence of asbestos containing materials to be carried out or for samples of suspect materials to be identified.

5. The Contractor will bring to the attention of the Authorised Representative the suspected presence of any asbestos-based materials, in order that he may issue the necessary instructions for removal and disposal of same.
- 5.1 On discovery, or the suspected discovery of such asbestos based materials the Contractor must adopt the following procedures:-
 - 5.1.1 Immediately stop working in that particular area.
 - 5.1.2 Immediately inform the Boots representative. This will either be the Store Manager or the Authorised Representative.
 - 5.1.3 Refer to HSE Guidance Note 'Advise to managers & Sole Traders on asbestos Essentials, Equipment and Method Sheets EM0 – EM10 published by HSE 12/07. for safe clean up and removal. These can be found at www.hse.gov.uk/asbestos/essentials
 - 5.1.4 Appropriate protective clothing including a dust respirator approved for use with asbestos dust should be worn if exposure to airborne dust is foreseeable. Areas of substantial contamination should be sealed off pending decontamination by specialist contractors.
 - 5.1.5 Do not resume work in the area concerned until instructed to do so by the Boots representative responsible for the work.
- 5.2 All works in connection with asbestos removal and disposal will be carried out by Specialist Contractors selected by the Authorised Representative.
6. All Works in connection with asbestos removal and disposal will be monitored by a Specialist Consultant appointed by the Authorised Representative. No materials or products containing asbestos will be used in the Works.
7. **Asbestos Reports Available On Request**

Issue Date: January 2000.

SCHEDULE 2

STATUTES, REGULATIONS AND CODES OF PRACTICE, BOOTS MANUALS AND PROCEDURES

The Statutes, Regulations, Codes of Practice etc are set out below for information purposes. Appropriate protection for staff and the general public must be afforded in all work areas and any signs/notices displayed as necessary.

It is the Contractor's responsibility to ensure compliance with all relevant requirements, including but not limited to the following, as amended from time to time:-

Health & Safety

Health & Safety at Work etc Act 1974

Factories Act 1961

Control of Substance Hazardous to Health Regulations 1988

Pressure Systems and Transportable Gas Container Regulations 1989

Electricity at Works Regulations 1989

Construction, (Design and Management) Regulations 2007

Construction Head Protection Regulations 1989

Scheme for Construction Contracts (England and Wales) Regulations 1998.

Control of Asbestos at Work Regulation 2002

Asbestos (Licensing) Regulations 1983

Asbestos (Prohibitions) Regulations 1992

The Control of Asbestos Regulations 2006

Electrical Wiring

BS 7671 16th Edition

IEE Wiring Regulations for Electrical Installations

NICEIC Code of Practice and Professional Good Practice

Boots Manuals

The Boots Manuals include, but are not limited to the Manuals listed below and such other documents as the Authorised Representative may direct.

Boots Engineering Safety Regulations for Contractors Rev March 2003 (as amended from time to time)

Boots' Engineering Safety Procedure for the Erection and Dismantling of Scaffolding.

Issue Date: November 2004

Boots Properties Health and Safety specification for Contractors. All policies found upon Boots Properties Central System.

Schedule 3

Security

1. By signing the notice, the Contractor's employee acknowledges that the points set out are understood and agreed. The notice will be lodged with the Store Manager or other Manager before work within the premises is permitted.
2. Boots reserves the rights as to whom will be employed on Boots premises.
3. Boots reserves the right to withdraw permission to work on Boots premises at any time.
4. The Contractor will provide the Contractor's employee with an **identification badge** bearing a **photograph**. The Contractor employee will ideally wear **overalls**, and at minimum a tee shirt, in good repair and bearing the Contractor's company name.
5. The Contractor employee should always convey a **smart and professional appearance**, especially when working on the sales floor.
6. Boots reserves, through its designated staff, the **right of search** of the clothing/possessions of anyone visiting Boots premises in the course of their employment on matters related to Boots business.
7. Boots has the right to search **Contractors vehicles** when parked on Boots premises.
8. All Contractor employees will enter and leave the store by a **designated entrance and exit**. There will be no variation of this, except in emergencies.
9. Contractors will not, under any circumstances, be in possession of **store keys**.
10. All Contractor's employees at the commencement of employment each day will be recorded into the appropriate register and will **individually sign in**.
11. At the agreed completion time of work the Contractor's employee will report to a designated person to be **signed out**.
12. There is no authority for Contractor employees to handle, use or interfere with **displayed goods** unless the specific permission of an authorised Boots employee has been obtained.

13. There is no authority for Contractor's employees to open drawers, cupboard or any other receptacle where goods etc. may be placed, or for **interfering with goods** in storage areas unless this has been previously agreed by an authorised Boots employee.
14. **Stockroom areas** off the sales floor are out of bounds unless previously agreed with the Store Manager for a specific purpose, i.e. storage of fittings or materials. Access will be allowed only to those areas by a previously agreed route.
15. There will be no **purchase of goods** outside normal store opening hours, or during employee working hours.
16. There is no **discount** facility.
17. **Special offer goods** displayed off the sales floor for Boots' staff are not available to Contractor's employees.
18. All **normal refuse** collected will be placed in clear plastic bags supplied by Boots, sealed in the store, and placed in the store's refuse collection point. Disposal of larger items of normal refuse must be under the direct supervision of an authorised Boots employee.
19. **Any information** which may come to the Contractor's employee concerning the business or security of Boots or its premises is confidential and not for discussion with our communication to any person.
20. **Coats** and all **possessions** brought into any store must be kept in a secure locker, if made available by the store. If locker space is not available, full use must be made of any room or secure space offered by the store.
21. The cashing of personal **cheques** is not permitted.
22. All **lost property/money** found in the store must be handed to a member of the store management or a Supervisor. If found by a customer, the customer should be directed to a member of store staff.
23. **Smoking is not permitted** in Boots stores/buildings. Guidance should be sought from store management regarding a recommended location for smoking in close proximity to the store.
24. No **food** or **drink** is to be consumed in any other than the designated area. The individual store will determine this.
25. Other than in an emergency, the **store telephone** must not be used. All calls will be monitored during the duration of the work.
26. Any instances of **theft** will be notified immediately to the store manager.

Issue Date: January 2000.

Declaration

I confirm agreement to the above standard conditions of contract, which shall apply to all orders issued by Boots to us unless otherwise agreed in writing, on behalf of:

Company Name

whose registered office is at:

.....

and whose registered number is:

Signed:- _____

Name (print):- _____

Position:- _____

Date:- _____