

# Purchasing Terms and Conditions

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## Conditions of business

### 1. DEFINITIONS

#### 1.1 In these Conditions:

"BELBIN" means BELBIN Limited, 3-4 Bennell Court, Comberton, Cambridge CB23 7EN, UK. [Belbin Limited is a limited company registered in England and Wales, with Company Registration Number 14103904];

"Consumer" means a consumer within the meaning of S12 of the Unfair Contracts Terms Act 1977;

"the Goods" means the goods supplied to you;

"the Website" means [www.belbin.com](http://www.belbin.com);

"you/your" means the party placing an order with BELBIN.

### 2. CONTRACT

2.1 These Conditions, together with all schedules, annexes and order forms form part of, and apply to, all quotations given, orders accepted and contracts entered into by BELBIN with you for the supply of goods ("Agreement"). All other terms and conditions, whether oral or written, and whether expressly stipulated by you or implied by trade custom, course of dealing or otherwise, are excluded. No variation to these Conditions will be effective unless agreed in writing by an authorised representative of BELBIN.

### 3. ORDER

3.1 Orders are not binding on BELBIN until the order is accepted in writing by BELBIN. BELBIN may decline to accept any order.

3.2 You shall be responsible to BELBIN for ensuring the accuracy of the terms of any order, submitted by you, and that the order is submitted within sufficient time to enable BELBIN to perform the Agreement by any deadline.

3.3 The quantity, quality and description of the Goods shall be that set out in your order or as otherwise agreed in writing by BELBIN.

3.4 No order which has been accepted by BELBIN may be cancelled by you except with the agreement in writing of BELBIN and you shall indemnify BELBIN against all losses, costs, damages, charges and expenses incurred by BELBIN as a result of such a cancellation, save that if you are a Consumer you may, within seven working days of the delivery of the Goods, cancel this Agreement and return the Goods to BELBIN at your risk and expense in the same condition as you received them. Any refund payable will be made within 30 days of BELBIN's receipt of the returned Goods.

3.5 Any alteration including without limitation any change of quantity or delivery schedules of the Goods shall be subject to agreement in writing by BELBIN and BELBIN shall be entitled to adjust the price for the Goods accordingly.

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## 4. PRICES AND PAYMENT

- 4.1 The price of the Goods shall be the price quoted by BELBIN, or, where no quotation has been provided, the price as set out in BELBIN's published price list from time to time.
- 4.2 All prices quoted are exclusive of VAT, packaging, shipping and handling, which if applicable, shall be charged in addition. Packaging, shipping and handling costs will be shown on the Website if you order on-line.
- 4.3 Payment is due on acceptance of the order by BELBIN and should be made by cheque to BELBIN, by BACS transfer or by credit or debit card for on-line payments.
- 4.4 The Goods will not be dispatched to you until payment in full of all sums specified in clauses 4.1 and 4.2 has been received by BELBIN unless otherwise agreed in writing by BELBIN.
- 4.5 If you have agreed in writing a credit arrangement with BELBIN, payment shall be made within 30 days of the date of any invoice sent by BELBIN to you. Where payment is not received by the due date BELBIN may, without prejudice to any other right or remedy available to it:
  - 4.5.1 charge interest before and after judgment (calculated annually but accruing on a daily basis) on the accrued sum outstanding at the rate of 8% per annum above Barclays Bank plc base rate for the time being and charge you the cost of recovery of all sums due to BELBIN from you. You shall furthermore indemnify BELBIN against all costs and expenses (including reasonable legal costs and fees on a full indemnity basis) incurred or sustained by BELBIN in recovering sums due in each case without prejudice to any other rights and remedies available to BELBIN; and/or
  - 4.5.2 suspend any further deliveries to you; and or
  - 4.5.3 cease to fulfil further orders placed by you until payment in full of the outstanding amount has been received; and/or
  - 4.5.4 recover the Goods; and/or
  - 4.5.5 amend its terms of payment for future delivery of the Goods; and/or
  - 4.5.6 treat this Agreement as repudiated.
- 4.6 If the order is made on the Website, BELBIN shall within 30 days confirm by e-mail the details, description and the prices for the Goods, together with information on the right to cancel if you are a Consumer. Please note that this e-mail is not an order confirmation or order acceptance from BELBIN but is sent to comply with the Consumer Protection (Distance Selling) Regulations 2000.
- 4.7 BELBIN will try and ensure that all prices on the Website are accurate. However, errors may occur. If BELBIN discovers an error in the price of the Goods ordered BELBIN will inform you as soon as possible and give you the option of reconfirming order at the correct

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price or cancelling it. If BELBIN is not able to contact you, BELBIN will treat the Agreement as cancelled.

## 5. DELIVERY

5.1 BELBIN shall use all reasonable endeavours to supply the Goods to you provided that:-

5.1.1 no guarantee to comply with delivery dates is given by BELBIN whether or not specified in an order accepted by BELBIN; and

5.1.2 BELBIN shall not be liable for any loss to you if the delivery of any Goods is delayed or any order is not completed.

5.2 Risk in the Goods shall pass to you as soon as the Goods are shipped by BELBIN. Title in the Goods shall remain with BELBIN until all sums due to BELBIN from you in respect of the Goods have been received by BELBIN.

5.3 You shall inspect the Goods immediately on delivery. Any shortages or apparent defects of Goods must be notified to BELBIN within 5 working days of delivery and the Goods returned to BELBIN. If you do not give notice within such period the Goods shall be deemed to have been accepted by you.

5.4 If BELBIN is satisfied that the defect notified in accordance with Clause 5.1 is not due to damage in transit or due to the actions of you or any third party, it shall refund the price paid for the Goods and any associated shipping costs. BELBIN shall not be liable for any further claims for direct, indirect or consequential damage or loss and its sole obligation shall be the making of such refund.

## 6. WARRANTY

6.1 Should any defect in the Goods become apparent within 3 months from the date of delivery which is proved to BELBIN's satisfaction to be the result of defective material or workmanship and not caused by fair wear and tear or accident, BELBIN, subject to Clause 6.2, shall refund the price paid for the Goods and any associated shipping costs.

6.2 The warranty in Clause 7.1 shall not apply in respect of:-

6.2.1 defects which would have been reasonably apparent to you on reasonable examination of the Goods on delivery and which have not been notified to BELBIN in accordance with Clause 5.4 hereof; and

6.2.2 defects (not being defects to which Clause 6.2.1 applies) which are not reported to BELBIN within 30 days of the defect becoming apparent.

6.3 BELBIN warrants that the Goods will be fit for their intended purpose when under normal use. This warranty does not cover any damage caused to the Goods by any use contrary to any instructions issued by BELBIN concerning the use of the Goods.

6.4 BELBIN gives no warranties or representations as to the accuracy, completeness or reliability of any information contained in the Goods.

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6.5 The above warranties shall be limited to the refund of the sums paid for the Goods in respect of which the defect arises under this Agreement, and shall not apply to any direct or indirect or consequential liability, loss, injury or damage arising through any such defect.

## 7. CONFIDENTIALITY & DATA PROTECTION

7.1 Each Party undertakes not to use the other party's Confidential Information otherwise than in the exercise and performance of its rights and obligations under the Agreement (the "Permitted Purposes").

7.2 More specifically, the Parties shall treat as confidential all Confidential Information supplied by the other Party and not divulge any such Confidential Information to any person except to its own employees, agents and subcontractors, and then only to those who need to know it for the Permitted Purposes and where a written obligation of confidentiality is in place.

7.3 The restrictions imposed by this clause 7 shall not apply to the disclosure of any Confidential Information that is now in, or hereafter comes into, the public domain (otherwise than as a result of a breach of this Agreement), was known by the receiving party prior to entering into this agreement or clause, or where such disclosure is required by law or regulation.

7.4 "Confidential Information" means all information of a proprietary or confidential nature (whether or not stored in any permanent medium) and not publicly known which is owned by either party or which is used in or otherwise relates to the business, customers or financial or other affairs of a party.

7.5 BELBIN shall comply with all applicable data protection laws in its role as data controller or data processor in delivering all products and services pursuant to this Agreement.

7.6 Where BELBIN acts as data controller, it shall process all personal data in accordance with our Privacy Policy, Subject Access Request Policy and Data Deletion Policy.

7.7 Where BELBIN acts as a data processor, in particular where you are purchasing goods and services as a business, each party's rights and obligations with regards to the processing of all personal data shall be in accordance with Annex 1 to these terms (Data Processing Addendum).

7.8 The rights and obligations set out in this clause shall remain in full force and effect in the event of any termination of the agreement.

## 8. LIABILITY

8.1 Subject to clauses 5.4 and 6.1, BELBIN gives no warranties and makes no representations in relation to this Agreement, and, to the fullest extent permitted by law, any warranties expressed or implied, statutory or otherwise are hereby excluded.

8.2 Under no circumstances shall BELBIN be liable, for breach of contract, breach of statutory duty, in tort (including negligence) or otherwise, for any loss of profit, revenue, savings,

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goodwill, business or other financial loss of any kind, or for any indirect or consequential loss whatsoever arising out of or in connection with this Agreement.

- 8.3 If in spite of provisions in this Agreement which purport to exclude or limit BELBIN's liability, BELBIN is found liable, then BELBIN's liability, for breach of contract, breach of statutory duty, in tort (including negligence) or otherwise, shall be limited to the sums paid for the Goods in connection with which such liability arises.
- 8.4 Nothing in these Conditions excludes or limits liability for fraud or for death or personal injury caused by BELBIN's negligence.
- 8.5 You shall indemnify and keep indemnified BELBIN against all claims, proceedings, losses (direct or indirect) and expenses in connection with any liability of BELBIN in connection with the Goods including the use, supply or resale (if applicable) of the Goods.
- 8.6 BELBIN shall not be under liability to you in respect of any failure to perform or delay in performing any of its contractual obligations to you attributable to any cause of whatsoever nature beyond BELBIN's reasonable control including without limitation any delays caused by third parties in supplying any services or materials, and no such failure or delay shall be deemed for any purpose to constitute a breach of contract.
- 8.7 If you are a Consumer, your statutory rights are not affected.

## 9. MISCELLANEOUS

- 9.1 You acknowledge that in entering into the Agreement, you have not relied on any written or oral representations made by or on behalf of BELBIN save as set forth in writing and expressly included in this Agreement, provided that nothing in this clause should be construed as limiting liability for fraud. BELBIN shall have no liability for any representation not so reduced to writing and incorporated in this Agreement.
- 9.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or other such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices served by facsimile will be deemed received when sent, subject to issue of a valid transmission slip, or, if served by post, will be deemed received 2 business days after posting.
- 9.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 9.4 Nothing in this Agreement is intended to confer any benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, and no third party shall have the right to enforce any rights under this Agreement, except where otherwise agreed in writing.

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- 9.5 BELBIN agrees to store, process and use all information regarding your personal details in accordance with the requirements of applicable Data Protection Law (as defined in Annex 1) and with its privacy policy. The handling of any of your Controller Personal Data (as defined in Annex 1) by BELBIN under or in connection with this Agreement shall be governed by the provisions contained in Annex 1.
- 9.6 This Agreement shall be construed and take effect in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of this Agreement.

## Annex 1 Data Protection Addendum

THIS ANNEX 1 (DATA PROCESSING ADDENDUM) IS SUPPLEMENTAL TO AND CONDITIONAL UPON THE BELBIN PURCHASING TERMS AND CONDITIONS (“CONDITIONS”), TOGETHER WITH ALL SCHEDULES, ANNEX AND ORDER FORMS GOVERNED BY THE CONDITIONS, AND FORMS PART OF YOUR AGREEMENT WITH BELBIN. NO VARIATION TO THIS ANNEX 1 (DATA PROCESSING ADDENDUM) WILL BE EFFECTIVE UNLESS AGREED IN WRITING BY AN AUTHORISED REPRESENTATIVE OF BELBIN.

### 1. DEFINITIONS

1.1 For the purposes of this Annex, the following terms shall bear the meanings set out below:

**“Applicable Data Protection Laws”** means any laws and regulations in any relevant jurisdiction relating to privacy or the use of, or processing of, Personal Data under the Agreement, including, where applicable: (i) the UK Data Protection Laws; (ii) the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016) and any consequential national data protection legislation, in each case, to the extent in force, and as updated, amended or replaced from time to time; and, (iii) any local regulations in any relevant jurisdiction relating to privacy or the use of, or processing of, Personal Data under the Agreement. **“Data Controller”**, **“Data Processor”**, **“Data Subject”**, **“Processed”**, **“Processing”** and **“Personal Data”** shall have the meanings as set out in the Applicable Data Protection Laws.

**“BELBIN”** means Belbin Limited, 3-4 Bennell Court, Comberton, Cambridge CB23 7EN, UK and with ICO Registration Number ZB394711.

**“Customer”** means the organization identified on the Order Form and any subsidiary or affiliate authorized by the organization to order goods and services or sharing Personal Data under the agreement.

**“Services”** means the services provided to you under the agreement;

**“UK Data Protection Laws”** all applicable laws and regulations in the UK relating to privacy and the processing of personal data relating to data subjects located in the UK, including the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), the Data Protection Act 2018,

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the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), in each case, as updated, amended, re-enacted or replaced from time to time;

## 2. DATA PROTECTION

- 2.1 Each party shall comply with its obligations under the Applicable Data Protection Laws in its role, as applicable, as Data Controller or Data Processor.
- 2.2 Specifically in regard to all Personal Data Processed by BELBIN on behalf of the Customer, the Customer shall be the Data Controller and BELBIN shall be the Data Processor.
- 2.3 The Customer undertakes and warrants that it will at all times use the goods and services in full compliance with the Applicable Data Protection Laws and shall comply with all reasonable instructions issued by BELBIN staff pertaining to the use of the goods and services.
- 2.4 All data will be retained in accordance with our Data Deletion Policy. On expiry or termination of the agreement, at your option, we will securely dispose of all Personal Data in our possession, except to the extent that any applicable law requires us to retain such Personal Data.
- 2.5 BELBIN shall ensure that access to the Customer's Personal Data is afforded only to those employees and consultants who may be required to assist BELBIN in meeting its obligations under the agreement. BELBIN shall procure that such employees are obliged to keep the Personal Data confidential and have been provided with appropriate training to ensure Personal Data is handled in accordance with the Applicable Data Protection Laws.
- 2.6 Without prejudice to the generality of clause [2.1], as Data Processor BELBIN shall, in relation to any Personal Data processed in connection with the performance of its obligations under the Agreement:
  - a. process Personal Data only on the written instructions of the Customer unless BELBIN is otherwise required by the Applicable Data Protection Laws or other applicable laws and regulations;
  - b. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful alteration, disclosure, access to, unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of its technical and organisational measures);

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- c. ensure that all personnel who have access to Personal Data are obliged to keep the Personal Data confidential;
- d. not transfer any Personal Data outside the European Economic Area or the UK (as applicable), unless an adequate data transfer mechanism is in place;
- e. provide reasonable assistance to the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f. notify the Customer, as soon as possible of becoming aware, of any request made by a Data Subject to access the Personal Data and shall cooperate with and provide the Customer with any reasonable assistance it may require in order to execute the Customer's obligations under the Applicable Data Protection Laws;
- g. notify the Customer without undue delay, and in any event within 48 hours of BELBIN becoming aware of a notifiable Personal Data breach. To the extent that BELBIN has access to such information at the time of the notification, such notification shall: (i) describe the nature of the breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) describe the likely consequences of the breach; and (iii) describe the measures proposed to be taken by BELBIN to address the breach, including, where appropriate, measures to mitigate its possible adverse effects. Where it is not possible to provide such information at the time of notification, the information may be provided at a later time but in any event as soon as reasonably practicable;
- h. inform the Customer if compliance with any instruction of the Customer would infringe the Applicable Data Protection Laws or any law;
- i. maintain complete and accurate records to demonstrate its compliance with the Agreement and, on request by the Customer and at Customer's cost, provide such records and information to the Customer. On no less than sixty (60) days' prior written notice, BELBIN shall allow for the audit of its records and processes, such audits to occur no more than once per twelve-month period. Where such an audit request is made by the Customer, it shall set out the details of the scope and duration of any audit. Any and all information disclosed by BELBIN pursuant to an audit is provided strictly for the purpose of assessing BELBIN's compliance with this Annex 1 and shall not be used by, shared with, or otherwise disclosed to, any other organisation or third party. BELBIN reserves the right to require the Customer to enter into additional confidentiality and non-disclosure arrangements pursuant to any exercise of the Customer's audit rights under this clause; and,
- j. BELBIN may appoint third-party processors (a "**Sub-Processor**") to carry out specific processing activities on any Personal Data under the Agreement. BELBIN shall:



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- i) ensure that any Sub-Processing is carried out in full compliance with this clause [2], and the terms of this agreement by way of a contract with the Sub-Processor;
  - ii) ensure that the Sub-Processor shall implement sufficient appropriate technical and organisational measures;
  - iii) remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause.
- 2.7 Each party shall indemnify the other against all losses, damages and liabilities (including reasonable legal costs) which may be suffered or incurred as a result of, or in connection with, any prosecution, civil or other action under the Applicable Data Protection Laws relating to any breach of obligations imposed by the Applicable Data Protection Laws or this clause which is attributable to that party's act or default.
- 2.8 Where the parties have agreed to further set out the terms governing the processing of any Personal Data in a separate document, such as in a Data Processing Agreement, it is agreed that the terms contained in such a document shall be supplemental to and be governed by the terms of the agreement, and more specifically this Annex. In the event of a conflict between the terms of such Data Processing Agreement and the terms of the agreement or this Annex, the terms of the Data Processing Agreement shall prevail.
- 2.9 Nothing in the Agreement shall relieve either party of their respective direct responsibilities and liabilities under the Applicable Data Protection Laws.
- 2.10 The rights and obligations set out in this Annex shall survive and continue after the expiry or termination of the agreement.