

EPM (ESSEX) LTD SUPPLIER TERMS & CONDITIONS

General

These terms apply to all contracts for the supply of goods and services to EPM (Essex) Ltd (referred to in this document as EPM).

These terms shall override suppliers conflicting terms

Suppliers own terms must be clearly available or presented to EPM, in English so that they can be understood by EPM staff. For example, they must not make unnecessary use of legal terms or be unnecessarily long.

Supplier terms must be 'balanced' to both parties and must not unfairly favour the supplier. For example, they must not contain unusual, unfair or unreasonable terms.

Supplier terms must make reasonable provisions for a dispute resolution. This includes pausing charges and maintaining business critical services in a fair manner during a dispute.

Supplier terms must not include late payment penalties or interest payment beyond the statutory rights enabled in English Law.

Supplier terms and deliverables must reflect the agreements made during pre-order discussions with EPM.

Suppliers operating on time + materials basis are required to provide a best estimate before work begins. Suppliers must make best endeavours to collect information and make necessary checks to maximise the accuracy of the estimate.

The estimate should be updated as the project progresses and more information becomes available. The updates must be sent to EPM as they become available.

Suppliers must adhere to a security and privacy policy that meets or exceeds EPM's security and privacy policy. Both policies can be found on the EPM website.

Couriers

The following section is applicable to all drivers and their agents/representatives who are contracted to transport goods on behalf of EPM:

Drivers must hold a full driving license and be properly insured to carry out work on behalf of EPM (with Goods in Transit and Public Liability insurance). The vehicle used must have valid MOT, insurance and be road worthy

Drivers must never drive under the influence of drink, drugs or whilst using a hand held mobile phone. And at all times drivers must obey Road Traffic Law.

If the vehicle has to be left unattended for a short period of time (e.g. to pay for fuel or whilst unloading goods), the driver must ensure the Vehicle has all points of access closed and secured by all locks and other protections and all keys have been removed from such Vehicle. Any alarm system on the vehicle must be enabled.

You must take all reasonable measures to safeguard all Goods you are transporting for EPM.

If you become aware of any occurrence giving rise to or likely to give rise to any loss or damage to the goods being transported, you must notify EPM immediately.

No goods are to be left on the vehicle overnight without prior consent from EPM.

If you are aware there will be a delay to or issue with delivering the goods, you must advise EPM immediately.