

1 INTERPRETATION

1.1 In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

“Anti-Slavery Requirements”	has the meaning given to it in Clause 14.11;
“Applicable Laws”	means from time to time the laws of England and Wales and any other laws or regulations, regulatory policies, statutes, regulatory guidelines and guidance notes, regulatory handbooks and sourcebooks, which apply to the supply of Goods and/or the provision of Services and/or to VWFS (which it is required or advised by its regulator to impose on the Supplier);
“Confidential Information”	means such confidential information as VWFS (or any persons on its behalf) may from time to time provide to the Supplier whether disclosed before, on, or after the date of the Contract, whether disclosed orally or in writing, whether marked confidential or otherwise in whatever format (whether spoken, or in eye readable or machine readable media) including all electronically generated or stored data and all information which is commercial, financial, marketing or technical, or know-how, trade secrets and other information (including all renderings, sketches, manufacturing, drawings and photographic material) relating to the business, affairs, processes, or operations of VWFS or any VWFS Group Companies including information relating to its customers, prospective customers and suppliers;
“Contract”	any contract between VWFS and the Supplier for the sale and purchase of the Goods or supply of the Services formed in accordance with Clause 2;
“Data Protection Laws”	means the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000 and any other legislation in force from time to time, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the Network and Information Systems Regulations 2018 (SI 2018/506), the GDPR, and all laws in force from time to time in the United Kingdom and all Applicable Laws in any jurisdiction relating to the processing or protection of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant supervisory authority from time to time;
“Deliverables”	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
“GDPR”	the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4) of the Data Protection Act 2018), and (where applicable) the General Data Protection Regulation (EU) 2016/679;
“Goods”	any goods stated in an Order which the Supplier supplies or is contracted to supply to VWFS (including any of them or any part of them) under the Contract;
“New Supplier Approval Form”	any approval form approved and provided by VWFS from time to time to the Supplier, to enable the Supplier to be added to VWFS’s accounts payable system, which is signed by the Supplier and VWFS, incorporating these Terms and Conditions;
“Order”	any purchase order issued by VWFS for the Goods and/or the Services, unless or until a Statement of Work is entered into by the parties in respect of such purchase in which case references to “Order” in these Terms and Conditions shall mean Statement of Work;
“Relevant Requirements”	has the meaning given to it in Clause 14.10;
“Service IPR”	has the meaning given to it in Clause 10.4;
“Services”	any services stated in an Order which VWFS receives and/or the Supplier is contracted to supply (including any part of them) under the Contract;
“Specification”	has the meaning set out in Clause 3.1;
“Statement of Work”	a document signed by the parties setting out the specific Services and/or Goods and other requirements, including pricing, fees, charges, deliverables and any agreed changes or additions to these Terms and Conditions in the form specified in Schedule 1 or such other form as approved by an authorised signatory of VWFS from time to time;

“Supplier”	the person(s), firm or company from whom VWFS orders the Goods and/or Services, as identified in the New Supplier Approval Form;
“Supplier Personnel”	has the meaning set out in Clause 11.3;
“Terms and Conditions”	the standard terms and conditions of purchase set out in this document together with any special terms agreed between the Supplier and VWFS agreed in accordance with Clause 14.5 in relation to an Order;
“TUPE”	has the meaning set out in Clause 11.1;
“VWFS”	Volkswagen Financial Services (UK) Limited;
“VWFS Group Companies”	means VWFS, and from time to time Parent Undertakings and all Subsidiary Undertakings of VWFS and all Subsidiary Undertakings of any Parent Undertakings of VWFS as such terms are defined in section 1162 of the Companies Act 2006; and
“VWFS Materials”	has the meaning set out in Clause 7.8.10.

1.2 In these Terms and Conditions, the following rules apply:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 any reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted or replaced. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or terms preceding those terms;
- 1.2.5 in the event of a conflict between any provision in these Terms and Conditions, the New Supplier Approval Form, Order including Statement of Work and Specification, the following order of precedence shall apply:
 - (a) New Supplier Approval Form;
 - (b) Terms and Conditions;
 - (c) Order;
 - (d) Specification; and
 - (e) any other document referred to in the Contract,

save that any agreed changes to the Terms and Conditions set out in section 7 of the Statement of Work shall prevail over the Terms and Conditions; and
- 1.2.6 a reference to “writing” or “written” includes faxes and e-mails.

2 FORMATION

- 2.1 Subject to Clauses 2.7 and 14.5, the Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions implied by trade, custom, practice or course of dealing, or which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document.
- 2.2 Where these Terms and Conditions are issued by VWFS as part of a tender, the contract formation procedure shall be as specified in the tender form issued by VWFS. In all other cases or where no such procedure is set out in the tender documents issued by VWFS, the remainder of this Clause 2 shall apply.
- 2.3 VWFS may make an Order in writing, which shall constitute an offer by VWFS to purchase Goods and/or Services from the Supplier in accordance with these Terms and Conditions. Each Order for Goods and/or Services will be deemed to be accepted by the Supplier and the Contract shall be formed and become binding on the parties when both parties sign the Order or, if no signature block is provided in the Order, when the Supplier either serves an acknowledgement/acceptance of an Order on VWFS or performs an act consistent with fulfilling the Order such as commencing the delivery of the Goods or performance of the Services (whichever is earlier).
- 2.4 At any time, the parties may agree a Statement of Work which shall be governed by these Terms and Conditions and shall substitute any purchase order of VWFS for the Goods and/or Services.
- 2.5 The Supplier may not cancel the Contract. In addition to any other rights of termination set out in these Terms and Conditions, VWFS is entitled to cancel the Contract in whole or in part at any time prior to delivery of the Goods or performance of the Services in which event VWFS’s sole liability (save in respect of fraud or fraudulent misrepresentation) will be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 2.6 Nothing in the Contract obliges VWFS to purchase a minimum amount of Goods or Services from the Supplier or is intended to create an exclusive supply relationship between the parties.
- 2.7 The parties may replace the Contract at any time by their respective authorised signatories signing a separate agreement in respect of the Goods and/or Services which are the subject matter of the Contract.

3 SPECIFICATION

- 3.1 The quantity and description of the Goods and/or Services will be as specified in the Order and, if none is specified in the Order, in any applicable specification supplied or advised by VWFS to the Supplier with or before the Order or otherwise advised in writing by VWFS (the "Specification"). All Goods must be fit for any purpose held out by the Supplier either expressly or by implication and of at least satisfactory quality. Precise conformity of the Goods and Services with the Contract is of the essence and VWFS will be entitled to reject the Goods and/or terminate the Contract under Clause 9.1 if the Goods or Services are not in conformance. Any breach of this Clause 3.1 is deemed a material breach which is not capable of remedy under Clause 9.1.
- 3.2 VWFS may at any time make changes in writing relating to an Order. If such changes result in an increase in cost of, or time required for, the performance of the Contract, an equitable adjustment will be made to the price and/or delivery schedule. Any such claim or adjustment must be approved by VWFS in writing before the Supplier proceeds with such changes.
- 3.3 The Supplier will comply with all applicable standards and Applicable Laws in respect of the manufacture, packaging, packing and delivery of the Goods and/or the provision of the Services.
- 3.4 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

4 INFORMATION SYSTEMS, AUDIT AND DATA PROTECTION

- 4.1 The Supplier shall comply with such information technology and information systems security requirements and policies as VWFS may specify from time to time, including VWFS's Third Party IT Minimum Standards – Information Security, from time to time in force – and the completion of an information security questionnaire and provision of such related information as VWFS may request and, where deemed necessary by VWFS in its sole and absolute discretion, submission to (and successful completion of) an information systems security audit conducted by VWFS or a third party nominated by VWFS. Where the Supplier or its staff or its contractors are granted access to VWFS's information technology systems and/or premises to provide the Services, the Supplier shall, upon request by VWFS, ensure that such persons submit to and pass a credit check to VWFS's satisfaction before they are permitted to provide the Services. VWFS may, acting reasonably and in compliance with Applicable Laws, require the Supplier to remove any person from the provision of the Services and replace the same and the Supplier shall comply immediately with such request.
- 4.2 The Supplier shall allow VWFS, any auditors or other advisors, and its regulators, at the Supplier's cost, access to any of the Supplier's premises, personnel, IT systems and relevant records as may be reasonably required by VWFS upon reasonable notice (or immediately in a crisis or emergency situation) at any time for the purposes of conducting an audit in order to verify the Supplier's compliance with the terms of the Contract and Applicable Laws. The audit shall be carried out at the Supplier's cost. Remedial action identified by the audit shall be undertaken by the Supplier at the Supplier's cost.
- 4.3 The Supplier shall, on demand, provide VWFS (and its auditors, other advisors and regulators) with all reasonable co-operation, access and assistance in relation to each audit. The Supplier shall upon request from VWFS's regulator allow such regulator to view the operation of the Services and, if requested by the regulator, provide to the regulator any data required by the regulator about the Services which is not in VWFS's possession.
- 4.4 In this Clause 4, "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" (or its cognate "Process") shall bear the respective meanings given to them in the Data Protection Laws.
- 4.5 Both parties will comply with all applicable requirements of Data Protection Laws. This Clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 4.6 The parties acknowledge that for the purposes of any Processing of Personal Data pursuant to the Contract, VWFS is the Controller and the Supplier is the Processor. Unless updated by VWFS by written notice to the Supplier, the applicable Statement of Work sets out the scope, nature and purpose of Processing by the Supplier, the duration of the Processing and the types of Personal Data and categories of Data Subject. The Supplier shall only Process the Personal Data in accordance with the nature, purpose and scope set out within the Statement of Work or as otherwise notified by VWFS in writing to the Supplier from time to time (and for no other purpose whatsoever).
- 4.7 Without prejudice to the generality of Clause 4.5, VWFS will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
- 4.8 Without prejudice to the generality of Clause 4.5, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 4.8.1 process that Personal Data only on the written instructions (including instructions relating to international transfers of Personal Data) from VWFS unless the Supplier is required otherwise by Applicable Laws. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify VWFS of this before performing the processing required by the EU Laws unless those EU Laws prohibit the Supplier from so notifying VWFS;
- 4.8.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by VWFS, to protect against Personal Data Breaches, appropriate to the harm that might result from the Personal Data Breach and the nature of the Personal 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 the technical and organisational measures adopted by it);

- 4.8.3 ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
- 4.8.4 not transfer any Personal Data, nor cause nor permit the Processing of Personal Data outside of the United Kingdom or European Economic Area unless the prior written consent of VWFS has been obtained in respect of each such incidence and the following conditions are fulfilled:
- (a) VWFS or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Supplier complies with its obligations under Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred;
 - (d) the Supplier complies with reasonable instructions notified to it in advance by VWFS with respect to the processing of the Personal Data; and
 - (e) any other reasonable requirements of VWFS;
- 4.8.5 assist VWFS (including, where relevant, by providing appropriate technical and organisational measures) in fulfilment of VWFS's obligations under Data Protection Laws in relation to responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 4.8.6 notify VWFS forthwith (and no later than 12 hours) on becoming aware of a Personal Data Breach;
- 4.8.7 at the written direction of VWFS, securely delete or return Personal Data and copies thereof to VWFS on termination of the Contract unless required by Applicable Law to store the Personal Data;
- 4.8.8 in the event that VWFS has not, within 30 days of termination of the Contract, advised the Supplier of its decision regarding the option between deletion or return of Personal Data under Clause 4.8.7, on 7 days' written notice to VWFS, securely delete all Personal Data and copies thereof;
- 4.8.9 maintain complete and accurate records and information to demonstrate its compliance with this Clause 4, and provide such records and information to VWFS promptly upon its request;
- 4.8.10 permit VWFS or its external advisers (subject to reasonable and appropriate confidentiality undertakings) and regulators and competent authorities to inspect and audit the Supplier's data processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by VWFS to enable VWFS to verify and procure that the Supplier is in full compliance with its obligations under the Contract;
- 4.8.11 ensure that only those of the Supplier's employees who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of the Contract and take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- 4.8.12 not publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt the Data Subject itself) unless directed to do so in writing by VWFS; and
- 4.8.13 immediately inform VWFS, in writing if, in its reasonable opinion, any instruction received in connection with this Clause 4 infringes any Data Protection Laws.
- 4.9 VWFS does not consent to the Supplier appointing any third party processor of Personal Data under the Contract. The Supplier shall obtain prior written consent from VWFS before transferring the Personal Data to any sub-contractors or other third parties in connection with the supply of Goods and/or provision of Services.
- 4.10 In the event that VWFS does consent to the appointment of any third party processor, the Supplier will remain responsible and fully liable to VWFS and the VWFS Group Companies for all acts and omissions of any authorised third party processor as if they were its own. In addition, the Supplier shall procure that all third party processors agree in writing to comply with obligations the same as those imposed in this Clause 4 and the Supplier shall promptly enforce the terms of such agreement upon request by VWFS.
- 4.11 The parties shall, and the Supplier shall procure that each of the sub-contractors shall, comply at all times with this Clause 4 and the Data Protection Laws and shall not perform their obligations under the Contract in such a way as to cause either party to breach any of its obligations under the Data Protection Laws. The Supplier shall immediately notify VWFS in the event that it becomes aware of any breach of the Data Protection Laws by the Supplier or any of the sub-contractors in connection with the Contract.
- 4.12 The Supplier shall, at all times, indemnify VWFS and keep VWFS indemnified against all and any losses, liabilities, damages, costs (including legal or other fees on a full indemnity basis) and expenses incurred by or awarded against VWFS arising from any breach of the Supplier's obligations under this Clause 4 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations) including any breach by the Supplier which arises out of the actions or omissions of any authorised third party processor except and to the extent that such liabilities have resulted directly from VWFS's instructions. This Clause 4 shall survive termination of the Contract howsoever arising.
- 4.13 VWFS shall be entitled to amend from time to time this Clause 4 (and the Supplier must comply with such amended Clause 4) in order to ensure continued compliance with the Data Protection Laws and where practicable to do so, VWFS shall give no less than 28 days' prior notice in writing of any change which imposes additional or greater obligations on the Supplier.
- 5 PRICE AND PAYMENT**
- 5.1 The price payable for the Goods and/or Services will be stated in the Order and, unless otherwise stated in that Order, will be inclusive of any costs of packaging and carriage and exclusive of VAT and any other applicable sales tax or duty (which will be added to the sum in question). The price cannot be increased without the prior written agreement

of authorised representatives of the parties. The price shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services and/or delivery of the Goods and shall include every cost and expense of the Supplier incurred in connection with the performance of the Services and/or delivery of the Goods as applicable. No other charges, fees or expenses may be charged for the Goods and/or Services and/or the performance of the Supplier's obligations under the Contract without the prior written consent of an authorised representative of VWFS.

- 5.2 The Supplier may invoice VWFS for the Goods and/or Services on or at any time after delivery or performance. Each invoice must be a proper VAT invoice and quote the correct VWFS purchase order number for the Goods and/or Services. Subject to Clause 5.3, VWFS will make payment at the end of the month following the month in which a valid invoice is dated or received, whichever is the later. Each invoice shall include such further supporting information required by VWFS to verify the accuracy of the invoice.
- 5.3 Payment is subject to receipt by VWFS of a valid invoice. Unless otherwise agreed in writing between the parties in advance, the Supplier shall send all invoices directly to "Volkswagen Financial Services (UK) Limited Accounts Payable department" at procurementadmin@vwfs.co.uk (or such other address as VWFS may require from time to time) otherwise payment will be delayed and Clause 5.6 shall not apply. If VWFS receives an invalid invoice, it shall be entitled to return such invoice and the time for payment of such invoice shall only commence on receipt of a corrected and valid invoice. If any invoice is not sent to VWFS within 2 months of delivery of the Goods or performance of the Services, VWFS shall be entitled to delay payment beyond the period stated in Clause 5.2 for the time taken to verify such invoice.
- 5.4 The Supplier is not entitled to suspend delivery of the Goods or performance of the Services as a result of any sums being outstanding.
- 5.5 VWFS may set off sums due from the Supplier to VWFS under the Contract (or any other agreement) against sums due from VWFS to the Supplier under the Contract. The Supplier may not set off sums due from VWFS to the Supplier under the Contract against sums due from the Supplier to VWFS under the Contract.
- 5.6 The Supplier may charge interest on a daily basis from the due date until the date of payment being made in respect of any valid invoice not paid on or before its due date for payment, at a rate equivalent to 2% per annum over the Bank of England base rate from time to time in force.

6 INSTALMENTS

The Supplier may not deliver the Goods by separate instalments or perform the Services in stages unless specifically agreed in writing by VWFS. If VWFS does agree, the Contract will be construed as a separate contract in respect of each instalment/stage. Notwithstanding the foregoing, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle VWFS to the remedies set out in Clause 8 below.

7 DELIVERY OF GOODS AND SUPPLY OF SERVICES

- 7.1 The Goods will be delivered to the address stated in the Order (or as otherwise agreed between the parties) on the date, or within the period, specified in the Order (or as otherwise agreed between the parties), or if no such date and period is specified in the Order or agreed then within 28 days of the date of the Order. Delivery of the Goods shall take place within normal business hours unless expressly agreed otherwise by the parties.
- 7.2 In respect of the Services, including the provision of Deliverables, the Supplier must meet any deadlines and/or timeframes set out in the Order or any Specification agreed in writing by the parties, or if no such deadlines and timeframes are stated then performance of the Services shall be done promptly. Performance of the Services shall take place within normal UK business hours unless expressly agreed otherwise by the parties.
- 7.3 VWFS will not be deemed to have accepted the Goods until it has had 14 days to inspect them following delivery. VWFS will also have the right to reject the Goods as though they had not been accepted for 14 days after any latent defect in the Goods has become apparent.
- 7.4 Risk in and ownership of the Goods will pass to VWFS on payment by VWFS. Until risk and title in the Goods pass to VWFS the Supplier shall insure the Goods against all risks to the full replacement value of the Goods.
- 7.5 Without prejudice to any other rights of VWFS the Supplier shall, free of charge and as quickly as possible, either repair or replace (as VWFS shall elect) any Goods which fail to arrive or arrive damaged.
- 7.6 At the completion of the delivery of the Goods the Supplier shall remove all materials from the delivery location (unless otherwise instructed) and permanently reinstate any damaged areas or surfaces and leave the delivery location in a safe and clean condition as the location was immediately prior to delivery of the Goods.
- 7.7 The Supplier shall from the date set out in the Order (or as otherwise specified in writing by VWFS) and for the duration of the Contract provide the Services to VWFS in accordance with the terms of the Contract and from such location as may be set out in the Order and/or other location agreed in writing by VWFS from time to time.
- 7.8 In providing the Services, the Supplier shall:
- 7.8.1 co-operate with VWFS in all matters relating to the Services, and comply with all instructions of VWFS;
 - 7.8.2 perform the Services with the best care, skill and diligence of an expert in its field and in accordance with best practice in the Supplier's industry, profession or trade and in accordance with any service levels set out in the Specification or Order;
 - 7.8.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 7.8.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification or Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by VWFS;

- 7.8.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 7.8.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to VWFS, will be free from defects in workmanship, installation and design;
- 7.8.7 comply with such VWFS policies and procedures as VWFS acting reasonably deems relevant to the Services as advised by VWFS to the Supplier from time to time;
- 7.8.8 immediately disclose to VWFS any development that may have a material impact on the Supplier's ability to effectively perform its obligations under the Contract and in compliance with VWFS policies and procedures and Applicable Laws;
- 7.8.9 observe all health and safety rules and regulations and any other security requirements that apply at any of VWFS's premises;
- 7.8.10 hold all materials, equipment and tools, drawings, specifications and data supplied by VWFS to the Supplier ("VWFS Materials") in safe custody at its own risk, maintain the VWFS Materials in good condition until returned to VWFS, and not dispose or use the VWFS Materials other than in accordance with VWFS's written instructions or authorisation; and
- 7.8.11 not do or omit to do anything which may cause VWFS to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that VWFS may rely or act on the Services.

8 REMEDIES AND INDEMNITY

- 8.1 Without prejudice to any other right or remedy which VWFS may have implied by statute or common law or under the Contract, if any Goods are not supplied or any Services are not performed, including any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier, in accordance with the Contract or the Supplier fails to comply with any of the terms of the Contract, VWFS will be entitled (but not obliged) to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by VWFS:
 - 8.1.1 to rescind the Contract;
 - 8.1.2 to reject the Goods (in whole or part) and return them to the Supplier at the risk and cost of the Supplier on the basis of a full refund for the Goods so returned being paid forthwith by the Supplier;
 - 8.1.3 at VWFS's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or performance of the Services or to supply replacement Goods and/or carry out any other necessary rectification work for the Services to ensure that the terms of the Contract are fulfilled;
 - 8.1.4 to refuse to accept any further deliveries of the Goods or further performance of the Services but without any liability to VWFS;
 - 8.1.5 to carry out at the Supplier's expense any works necessary to make the Goods and/or the Services comply with the Contract; and
 - 8.1.6 to claim such damages (whether resulting from direct, indirect or consequential loss (all of which terms include, loss of profit, loss of business, loss of revenues, and compensation and other payments payable to third parties)) as may have been sustained in consequence of the Supplier's breach of the Contract.
- 8.2 The Supplier will indemnify, keep indemnified and hold harmless VWFS from and against all costs (including the cost of enforcement), expenses, liabilities, injuries, direct, indirect or consequential loss (all of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which VWFS incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Supplier of the terms of the Contract and/or arising from any infringement or alleged infringement of any third parties' intellectual property rights in the provision, receipt, possession, access, and/or use of the Goods and/or Services including any breach of Clause 10.6.
- 8.3 VWFS's rights under the Contract are in addition to statutory terms implied in favour of VWFS by the Supply of Goods and Services Act 1982.

9 TERMINATION

- 9.1 In addition to its rights under Clause 2.5 or any other rights it may have to terminate the Contract VWFS may, by written notice, terminate the Contract immediately if the Supplier is in material breach of the Contract.
- 9.2 In addition to its rights under Clause 2.5 or any other rights it may have to terminate the Contract VWFS may by written notice terminate the Contract immediately if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Supplier or if the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Supplier) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Supplier or if the Supplier ceases or threatens to cease to carry on business.
- 9.3 In addition to its rights under Clause 2.5 or any other rights it may have to terminate the Contract VWFS may by written notice terminate the Contract immediately if any other agreement between a VWFS Group Company and the Supplier is terminated.

- 9.4 In addition to its rights under Clause 2.5 or any other rights it may have to terminate the Contract VWFS may upon at least 30 days' prior written notice to the Supplier terminate the Contract, in which case VWFS shall pay the Supplier for all Goods supplied and/or Services performed in accordance with the Contract up to the date of termination.
- 9.5 Failure to deliver the Goods or perform the Services on the due date in accordance with Clause 7.1 is (without prejudice to the generality of the meaning of the expression) a material breach of the Contract.
- 9.6 The termination of the Contract, howsoever arising, is without prejudice to the rights, duties and liabilities of the parties accrued prior to termination. The clauses which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.
- 9.7 On termination of the Contract or any part of it for any reason, the Supplier shall immediately deliver to VWFS all Deliverables, Confidential Information and data (including Personal Data) provided by VWFS to the Supplier, whether or not then complete, and return all VWFS Materials. If the Supplier fails to do so, then VWFS may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 9.8 Without prejudice to any other rights and remedies VWFS may have, where VWFS has terminated the Contract for any reason and has paid the Supplier in advance for any Goods and/or Services, it shall be entitled and the Supplier shall pay to VWFS upon demand by electronic transfer of funds to such account as VWFS may nominate (subject to Clause 2.5) a full refund of the price in respect of Goods (to the extent that the Goods are made available by VWFS for return to the Supplier) and in the case of Services a refund of such charges that VWFS has paid for such period of time when the Services shall not be provided because of early termination.
10. **PROPERTY**
- 10.1 Any data, materials, equipment, tools, dies and moulds (and other similar items) supplied by VWFS to the Supplier including the VWFS Materials will at all times be and remain the exclusive property of VWFS and/or the VWFS Group Companies ("VWFS IPR").
- 10.2 Neither party shall use the trade names, trade mark and other registered or unregistered designs, names or logos of the other without the other party's prior consent.
- 10.3 Where the provision of the Services relates to the development of training courses by the Supplier, all intellectual property rights in such training courses shall belong to VWFS absolutely.
- 10.4 All patents, trade marks, service marks, registered designs, utility models, design rights, copyright (including copyright in drawings, plans, specifications, designs and computer software), database rights, rights in inventions, business or trade names (including internet domain names and e-mail address names), rights in confidential information and trade secrets and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not, and including the right to apply for registration and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights whatsoever ("IPR") arising during the course of the Contract including anything developed jointly by the parties or by the Supplier (including its employees, directors, agents and contractors) during the course of or for the purposes of providing the Services or developing the Goods ("Service IPR") shall belong to, and upon their creation shall vest solely and absolutely in, VWFS.
- 10.5 All Supplier IPR shall remain vested in the Supplier or its third party licensors (as applicable). In the event that any Supplier IPR forms part of any goods, services, documents, materials, and / or other deliverables created or provided by (or on behalf of) the Supplier under the Contract, the Supplier: (a) grants to VWFS and the VWFS Group Companies an irrevocable, non-exclusive, perpetual, worldwide and royalty free licence to use such Supplier IPR in order to make full and unrestricted use of the Deliverables, Goods, and/or Services during, and after termination of, the Contract; and (b) hereby warrants and represents that it owns such Supplier IPR, and has all necessary consents, authorisations, permissions and approvals to license the same to VWFS and the VWFS Group Companies pursuant to the Contract. "Supplier IPR" means any existing IPR that was created prior to the date of the Contract, and / or outside the scope of the Services, and is owned by the Supplier or any of its third party licensors.
- 10.7 To give effect to Clause 10.4 the Supplier, with effect from the date of the Contract, assigns to VWFS, with full title guarantee and free from all encumbrances, all of the right, title and interest in all the present and (to the extent that future rights are capable of assignment) future Service IPR together with all the rights, powers and benefits arising or accrued from them. To the extent that future Service IPR are not capable of assignment with effect from the date of the Contract, the Supplier shall as and when such Service IPR comes into existence:
- 10.5.1 hold such Service IPR on trust for VWFS; and
- 10.5.2 assign to VWFS, with full title guarantee and free from all encumbrances all of the right, title and interest in such Service IPR together with all the rights, powers and benefits arising or accrued from them.
- 10.8 The Supplier shall at the discretion and request of VWFS and at VWFS's expense execute any further documents, forms and authorisations anywhere in the world and perform any such acts or things as VWFS may require to enable VWFS to secure full legal title to the Service IPR and otherwise to secure the benefits of the rights assigned in Clause 10.4, Clause 10.7 and this Clause 10.8 and to obtain registered protection in respect of the Service IPR.
- 10.9 All VWFS Materials and VWFS IPR is are and shall remain the exclusive property of VWFS and nothing in the Contract shall entitle the Supplier to make use of VWFS's trademarks, logo, or other intellectual property rights without VWFS's express written consent and subject to such additional terms and conditions as VWFS may require. No announcement or publicity may be made by the Supplier in respect of any matter connected with the Contract without VWFS's written consent as to form, content, and timing.
- 10.10 This Clause 10 shall survive termination of the Contract.

11. TUPE, SUPPLIER PERSONNEL AND IR35

- 11.1 The Supplier warrants that the expiry or termination of the provision of the Services will not be a relevant transfer to which Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") will apply in relation to any employees, agency workers or other staff of the Supplier or its suppliers and subcontractors ("Employee(s)"). The Supplier warrants that no Employees will transfer to VWFS or a replacement supplier by virtue of the operation of TUPE.
- 11.2 If any Employee claims or it is determined that his contract of employment has been transferred to VWFS or a replacement supplier pursuant to TUPE then:
- 11.2.1 VWFS will notify the Supplier in writing of this;
- 11.2.2 the Supplier may offer employment to such Employee within 20 days of the notification by VWFS under Clause 11.2.1;
- 11.2.3 if such offer of employment is accepted (or if the situation has otherwise been resolved by the Supplier to VWFS's satisfaction), VWFS will (or it will procure that the replacement supplier will) immediately release the Employee from employment;
- 11.2.4 if after the 20 day period has elapsed, no such offer of employment has been made or such offer has been made but not accepted, or the situation has not otherwise been resolved to VWFS's satisfaction, VWFS or the replacement supplier may terminate the employment of such Employee and the Supplier will indemnify VWFS or the replacement supplier against employee liabilities (including all liabilities, claims, legal costs and expenses) arising out of such termination; and
- 11.2.5 the Supplier will hold harmless VWFS and the replacement supplier and keep VWFS and the replacement supplier free and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which VWFS and the replacement supplier may sustain or incur or which may be brought or established against it in relation to anything done or omitted to be done in respect of any of transferred Employees which is deemed to have been done by VWFS and the replacement supplier by virtue of TUPE.
- 11.3 Nothing in the Contract shall render the Supplier and any staff deployed by the Supplier in the Services ("Supplier Personnel") an employee, worker, agent or partner of VWFS and the Supplier shall not and shall procure that the Supplier Personnel shall not hold himself out as such.
- 11.4 The Supplier shall be fully responsible for and shall indemnify and keep indemnified VWFS for any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services in respect of the Supplier Personnel or any payment or benefit received by the Supplier Personnel in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify and keep indemnified VWFS against all reasonable associated costs, expenses and any penalty, fine or interest incurred or payable by VWFS in connection with or in consequence of any such liability, deduction, contribution, assessment or claim and any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier Personnel against VWFS arising out of or in connection with the provision of the Services.
- 11.5 The Supplier warrants that it is not nor will it prior to the cessation of the Contract, become a Managed Service Company, within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003.
- 11.6 Where any Supplier Personnel are for any reason as part of the Services provided to VWFS for any period of time the Supplier shall provide VWFS as soon as reasonably practicable upon request such information as VWFS reasonably requires in respect of the Supplier Personnel in order to enable VWFS to comply with Applicable Laws and shall indemnify VWFS and keep VWFS indemnified upon demand against all and any losses, liabilities, damages, costs (including legal or other fees on a full indemnity basis) and expenses incurred by or awarded against VWFS arising from any breach of the Supplier's obligations under this Clause 11.6 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).
- 11.7 The following Clauses 11.8 to 11.11 shall only apply in respect of Non-Employee Personnel (as defined in Clause 11.8 below).
- 11.8 In this Clause 11, "Non-Employee Personnel" shall mean those Supplier Personnel who are not 1) employed directly by the Supplier, and 2) involved in the provision of a Managed Service. The Supplier warrants that it shall notify VWFS of any intention to utilise any Non-Employee Personnel in the delivery of the Services no later than 10 business days prior to such utilisation. Having received such notification, VWFS will be required under Applicable Laws to make an employment status determination on or before the commencement of any engagement of such Non-Employee Personnel. The Supplier warrants and undertakes that no Non-Employee Personnel will commence work on providing the Services until VWFS has completed the employment status determination and shared its results with the Supplier. VWFS's obligation shall be ongoing in relation to Non-Employee Personnel following the initial determination where the circumstances of such Non-Employee Personnel's engagement with VWFS and/or Supplier changes. "Managed Service" means where the supply of the Services involves the provision by the Supplier of non-specified Supplier Personnel and there is no requirement for any specified Supplier Personnel to provide any personal service.
- 11.9 The Supplier shall (and shall procure that any Non-Employee Personnel shall) provide VWFS on demand, and in any case in advance of the commencement of any engagement by the Supplier of any Non-Employee Personnel who may be in scope of the provisions of Clause 11.8 with all the information necessary to enable VWFS to fulfil its obligations, including the full name, date of birth, National Insurance number and tax code/P45 (if applicable) of the relevant Supplier Personnel. The Supplier represents, warrants and undertakes that all such information shall be complete and accurate and remain accurate.

- 11.10 The Supplier warrants that it shall promptly comply with any request made by VWFS in connection to the status determination process.
- 11.11 The Supplier shall be fully responsible for and shall indemnify and keep VWFS indemnified against:
- 11.11.1 any liability arising from any liability, claim or demand from or in respect of the Supplier Personnel against VWFS;
- 11.11.2 any liability, claim or demand for income tax and national insurance or similar, including any interest, penalties or costs incurred in connection with the same, which may be levied, demanded or assessed on VWFS by HM Revenue & Customs or any other statutory authority in any jurisdiction in respect of the Services or the arrangement contemplated by the Contract;
- 11.11.3 any loss suffered as a result of any sums or fees paid to the Supplier in respect of VAT not having been properly charged;
- 11.11.4 any breach of the warranties at Clauses 11.8 and 11.10; and
- 11.11.5 any legal fees or other costs incurred by VWFS and/or any VWFS Group Company in enforcing this indemnity or defending any claim envisaged by Clauses 11.8 to 11.11.
12. **CONFIDENTIALITY**
- 12.1 The Supplier undertakes that, except as permitted by Clause 12.2, it shall not at any time disclose to any person any Confidential Information including but not limited to that concerning its business, affairs, customers, operations, clients or suppliers, specifications, technical or commercial know how, product or other planning, employee details, prices and volume forecasts.
- 12.2 The Supplier may only disclose Confidential Information:
- 12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with the Contract. The Supplier shall, at all times, be responsible and liable for and ensure that such employees, officers, representatives or advisers to whom it discloses the Confidential Information comply with this Clause 12; and
- 12.2.2 as may be (and strictly only to the extent) required by Applicable Laws, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 The Supplier shall not use Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 12.4 The Supplier shall, at all times, establish and maintain adequate security measures and apply adequate degree of care to the Confidential Information to safeguard the Confidential Information from unauthorised access or use which the Supplier warrants as providing adequate protection from unauthorised disclosure, copying or use.
13. **CRIMINAL FINANCES ACT**
- 13.1 The Supplier shall, and shall procure that persons associated with it or other persons who are performing services in connection with these Terms and Conditions shall:
- 13.1.1 not engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017; and
- 13.1.2 promptly report to VWFS any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of these Terms and Conditions.
14. **GENERAL**
- 14.1 Each right or remedy of VWFS under any Contract is without prejudice to any other right or remedy of VWFS under this, or any other, Contract or any right or remedy under Applicable Laws.
- 14.2 Any provision of these Terms and Conditions which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining Terms and Conditions.
- 14.3 No failure or delay by VWFS to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy. A waiver (which may be given subject to conditions) of any right or remedy provided under the Contract or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 14.4 The Contract is personal to the Supplier who may not assign, delegate, license, hold on trust or subcontract or otherwise dispose of or deal in all or any of its rights or obligations under the Contract without VWFS's prior written consent. VWFS may transfer its rights and obligations under the Contract in whole or part without the prior consent of the Supplier and the Supplier shall execute such documents and do such acts as VWFS may require in order to effect such transfer.
- 14.5 Subject to Clauses 2.7 and 4.13, the Contract including these Terms and Conditions may only be varied or amended in writing and signed by an authorised signatory of VWFS. The Contract constitutes the entire agreement and understanding of the parties and supersedes and extinguishes all previous drafts, agreements and understandings

between them, whether oral or in writing, relating to its subject matter. Each party acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a party (whether made innocently or negligently) which is not expressly set out in the Contract. Notwithstanding the foregoing the Supplier represents, warrants and undertakes that all information it provided to VWFS before entering into the Contract which induced VWFS to enter into the Contract (including any response to tender or request for proposal) is true, complete and accurate and the Supplier acknowledges that VWFS is entering into the Contract in reliance on that information except that no other terms and conditions, disclaimers, or limitations or exclusions of liability provided by the Supplier including any in its response to tender shall have any effect. Notwithstanding any other provision in these the Contract, nothing in the Contract shall exclude or limit any liability which cannot be excluded under Applicable Laws including death and personal injury caused by negligence and fraud and fraudulent misrepresentation.

- 14.6 All clauses setting out obligations owed by the Supplier under the Contract to VWFS shall in addition be for and operate for the benefit of each VWFS Group Company as if it were VWFS. Subject to the remaining provisions of this Clause 14.6, each VWFS Group Company may enforce the terms and accordingly shall have the benefit of those provisions in the Contract which are, or are stated to be, for their benefit subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. VWFS and the Supplier may by agreement terminate, rescind or vary the terms of the Contract (including this Clause 14.6) at any time and in any way without the prior consent of or notice to any VWFS Group Company. Except as provided in this Clause 14.6, and except in respect of Clause 11.2 for any replacement supplier, VWFS and the Supplier do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 14.7 The Supplier shall maintain a full and proper audit trail of all documents and records relating to the supply of the Goods and the provision of the Services and shall provide such access to its records and premises as is reasonably requested by VWFS to enable its authorised representatives, auditors and applicable regulators to audit the same. Where Services are provided, the Supplier shall establish, implement and maintain a plan for disaster recovery and periodic testing of back up facilities where necessary, having regard to the nature of the Services.
- 14.8 The Supplier shall at all times maintain with a reputable insurance company adequate employer's liability and public liability insurance and such other insurance policies as may be required properly to cover any and all liabilities arising out of the provision of the Goods and Services.
- 14.9 The parties agree:
- 14.9.1 any notice or other formal communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number; and
- 14.9.2 any notice or formal communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next business day (being Monday to Friday excluding bank and public holidays) after transmission.
- 14.9.3 For the purposes of this Clause 14.9, "writing" shall not include e-mails and for the avoidance of doubt notice given under the Contract shall not be validly served if sent by e-mail. Nothing in this Clause 14.9.3 shall prevent the use of email in respect of day-to-day operational communications in respect of the Goods and/or Services.
- 14.10 The Supplier shall:
- 14.10.1 comply with all Applicable Laws and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- 14.10.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- 14.10.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures in relation to the Relevant Requirements, including but not limited to adequate procedures under the Bribery Act 2010 and will enforce them where appropriate.
- Breach of this Clause 14.10 shall entitle VWFS to terminate the Contract forthwith upon written notice to the Supplier.
- 14.11 The Supplier agrees with VWFS that it shall, and that it shall procure that its subcontractors and the Supplier Personnel and any other person who performs services and/or supplies goods within the Supplier's supply chain for the Supplier in relation to the Contract shall:
- 14.11.1 comply with all Applicable Laws relating to slavery and human trafficking ("Anti-Slavery Requirements") including the Modern Slavery Act 2015;
- 14.11.2 not take or knowingly permit any action to be taken that would or might cause or lead VWFS to be in violation of any Anti-Slavery Requirements; and
- 14.11.3 at VWFS's request and cost, provide VWFS with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with Anti-Slavery Requirements.
- 14.12 The Supplier represents, warrants and undertakes to VWFS that neither it nor any other person in its supply chain (including those described in Clause 14.11) uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour within its supply chain.

- 14.13 The Supplier agrees that in addition to VWFS's termination rights set out elsewhere in these Terms and Conditions, VWFS may (without prejudice to any other right available to it) immediately terminate the Contract in the event of any breach of Clause 14.11 and/or 14.12 by the Supplier.
- 14.14 VWFS shall not be required to make any payment to the Supplier that might otherwise be due from VWFS in respect of the Contract if the Supplier has breached Clause 14.11 and/or 14.12.
- 14.15 The Supplier shall indemnify and hold harmless and keep VWFS indemnified on demand and in full from and against any and all Losses suffered or incurred by VWFS or for which VWFS may become liable arising out of or in connection with any breach of Clause 14.11 and/or 14.12, whether or not the Contract has been terminated.
- 14.16 The Supplier shall comply with the Volkswagen Group requirements regarding sustainability in its relationships with business partners (Code of Conduct for Business Partners), which can be found at: <http://www.vwgroupsupply.com>.
- 14.17 The formation, existence, construction, performance, validity, disputes and claims (including non-contractual disputes or claims) and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The parties irrevocably agree that the English Courts will have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with the Contract and/or the Services and/or Goods (including any non-contractual disputes or claims).

Schedule 1: Template Statement of Work

STATEMENT OF WORK

Statement of Work for the provision of Goods and/or Services pursuant to the New Supplier Approval Form between Volkswagen Financial Services (UK) Limited ("VWFS") and xxxxxx ("Supplier") dated xxxxxx ("New Supplier Approval Form")

The parties agree that this is a Statement of Work made pursuant to the Terms and Conditions referred to in the New Supplier Approval Form, and the Contract is formed in accordance with Clause 2 of the Terms and Conditions.

Unless otherwise stated in this Statement of Work, all capitalised terms appearing in this Statement of Work shall have the meaning given to them in Clause 1.1 of the Terms and Conditions.

This Statement of Work shall be interpreted in accordance with Clause 1.2 of the Terms and Conditions.

Any Specification relating to the Contract shall be deemed incorporated in and form part of the Contract.

1) Goods/Services description including number of units

2) Specification and Service Levels

3) Price, Charges, Rental Payments (excluding VAT)

4) Delivery Date and Time

5) Delivery Location, Location for Performance of Services (if applicable)

6) Commencement Date, Expiry Date and Duration of Service

7) Special Terms (if any)

8) Personal Data (if applicable)

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. PROCESSING BY THE SUPPLIER

1.1 Scope

<p>Subject matter</p> <p>INSERT e.g. The provision of the Services under the terms of the Contract.</p> <p>Obligations and rights of the Data Controller</p> <p>INSERT e.g. The obligations and rights of the Data Controller as set out in the Contract.</p> <p>1.2 Nature and Purpose of Processing</p> <p>INSERT nature of the processing, including any systems used to store and process Personal Data and Purpose of Processing e.g. Personal Data shall be processed for the purpose of the provision of the Services under the terms of this SoW.</p> <p>1.3 Duration of the Processing</p> <p>INSERT duration of processing (e.g. the Term of this Statement of Work) including any obligations post expiry of the Statement of Work such as audits.</p> <p>2. TYPES OF PERSONAL DATA</p> <p>INSERT any other type of personal data being processed (i.e. data relating to a living individual who can be identified either from the data sent or by combining such data with other information which the Supplier will have e.g. name, address, telephone number, email address, vehicle registration numbers, vehicle identification numbers, etc.) including any categories of sensitive data (e.g. ethnic origin, religion etc.).</p> <p>3. CATEGORIES OF DATA SUBJECT</p> <p>INSERT the category of individuals whom the personal data that is being processed relates to e.g. employees, contractors, customers etc.</p>

This Statement of Work has been duly executed by the parties, and the date of this Statement of Work shall be the latest date of signature below.

Signed for and on behalf of VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED	
Print name:	Signature:
Position:	
Date:	

Signed for and on behalf of SUPPLIER (authorised signatory)	
Print name:	Signature:
Position:	
Date:	