



- 3.3 Where any Terms and Conditions or other provisions of the Supplier relating to supply it conflict with anything in this Agreement, the terms of this Agreement shall prevail
- 3.4 If the Supplier Offers any type/s of goods/ service/s any price/s or rate/s or on any other term/s to any CBG member (“the Relevant CBG member”) which is/are more beneficial than any all price/s or rate/s or other term/s required by any part of this Agreement (apart from this paragraph 3.5) to be offered to all CBG members, the Supplier undertakes that it shall, in respect of the same goods/ services, also thereafter offer to extend the benefit of all such price/rate or other term/s to all other CBG members.
- 3.5 In relation to all orders given to the Supplier by CBG members after the date of this Agreement for any of the Supplier’s goods/services, and for the benefit of all CBG members, all contracts, agreements, terms and arrangements existing or agreed on or before the date of this Agreement between the Supplier and any CBG members are hereby agreed to be of no further effect and are superseded by this Agreement,
- 3.6 For the benefit of all CBG members, the CBG members’ prices/rates in the CBG website will be not be increased until [ \_\_\_\_\_ ], the Supplier may thereafter conduct a price/rate review on an annual basis (but not more frequently) and it may then amend its special CBG members’ prices/rates by written agreement with CBG, to take effect only on or after that agreement has been reached, provided that any increase shall not exceed the Retail Price Index produced from time to time by the UK Office for National Statistics.
- 3.7 The Supplier may only communicate any such special CBG members’ price/rate amendment to individual members of CBG after written agreement on that amendment has been reached with CBG

#### **4. CBG’S OBLIGATIONS**

- 4.1 CBG agrees that as soon as is reasonably practicable after the date of this Agreement, it will include the Supplier’s data and the name and other details of and relating to the Supplier (“Supplier Details”) in the CBG website and it will thereafter use reasonable endeavours to make those Supplier Details accessible at all times to CBG members on the CBG website within the CBG members area of the CBG website during the period of this Agreement. The Supplier accordingly hereby consents to such information being made available to CBG members in that manner.
- 4.2 As soon as reasonably practicable after CBG accepts any revised Supplier Details from time to time; it will include those revised Supplier Details on the CBG website
- 4.3 CBG will use reasonable endeavours to provide the Supplier with an Account Management Service. The Service will be provided directly by the CBG Member Services Management Team and it will consist of promotion of the Supplier’s products/services to CBG members via direct contact with CBG members (both oral and written) in such manner as CBG decides in its discretion from time to time.

#### **5. COMMISSION**

- 5.1 The Supplier shall pay to CBG a VAT exclusive commission of \_\_% (“Commission”) of the Supplier’s VAT exclusive turnover derived by the Supplier from all CBG members
- 5.2 Commission shall accrue on the amount of VAT inclusive turnover on a sale to a CBG member immediately upon receipt of payment of that amount of turnover by the Supplier

- 5.3 Commission accrued in each Quarter (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec) together with VAT on that Commission shall become due on the last day of that Quarter and the Commission and VAT shall be payable, in the form of a cheque payable to 'CBG Buying Limited', forthwith upon receipt by the Supplier of an official VAT invoice issued by CBG
- 5.4 The Supplier shall promptly at the end of each calendar month (in each Quarter) send a summary of invoices paid by CBG members in that month, listing invoice numbers by name of CBG member. The summary should provide, as a minimum, the data referred to below.

MONTH	CHARITY NAME	ADDRESS	TOTAL SALES VALUE	CBG REBATE VALUE	COMMENT
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This summary should be sent preferably by e-mail to [admin@charitiesbuyinggroup.com](mailto:admin@charitiesbuyinggroup.com) If no CBG member has made any payment to the Supplier in a month, the Supplier **MUST** submit a NIL return in writing to CBG

- 5.5 If the Supplier does not comply with clause 5.4 above, it agrees that on written notice it will allow CBG or its authorised agent to attend and have access during business hours to the premises at which the Supplier holds relevant sales and/or accounting records and that it will procure that CBG or its authorised agent is given adequate facilities there to inspect and take copies of any relevant copy invoices and other relevant records and information. All costs incurred by CBG or its authorised agent in doing shall be reimbursed in full by the Supplier on request by CBG
- 5.6 Without prejudice to any other rights or any claim which CBG may have in the circumstances against the Supplier either under any express provision of this Agreement or at law, if any amount of Commission or VAT thereon due is not paid to CBG within 42 days after the end of the Quarter to which it relates, or if the Supplier fails to comply fully or at all with clause 5.4 or 5.5 above, CBG may terminate this Agreement forthwith by written notice to the Supplier
- 5.7 The Supplier agrees that, irrespective of any information which CBG may acquire from the Supplier, CBG shall be entitled to receive from any CBG member a copy of any or all of the Supplier's paid and unpaid invoices to that CBG member at any time, to enable CBG to verify that the Supplier has fully and correctly accounted to CBG for all Commission and VAT thereon becoming due and to verify that the Supplier is charging prices/rates in accordance with this Agreement
- 5.8 If an amount of Commission or VAT thereon due is not paid within 21 days after the end of the Quarter to which it relates, then, unless such Commission or VAT thereon has not been previously invoiced due to any fault of CBG, it shall bear interest accruing on a daily basis, calculated from the date due (i.e the last day of the relevant Quarter) until the date of actual payment, at the rate of statutory interest for late payment of debts prescribed from time to time pursuant to S.6 of the Late Payment of Commercial Debts (Interest) Act 1998

## 6. **MARKETING FEE**

The Supplier shall pay to CBG a one-off set up fee consisting of £\_\_\_\_.00 plus any VAT applicable to that amount, for all CBG's work associated with including the Supplier as a CBG listed Supplier. This will be invoiced by CBG within 10 days of the date of this Agreement and it will be payable within 21 days of that date. Failing payment within that

time, CBG may terminate this Agreement forthwith (by written notice to the Supplier) at any time prior to payment being made. Pending receipt by CBG of that fee, CBG shall have no obligation to carry out any of its obligations under this Agreement

## **7. PARTNERSHIP DEVELOPMENT**

The parties hereby confirm to each other that, consistent with meeting their respective business objectives, they will actively work together in good faith to improve and develop both the framework referred to at clause 1.1 above and the facilities and terms for goods/services to be provided by the Supplier under this Agreement for the benefit of all CBG members. For this purpose the parties will meet quarterly to discuss and, where possible agree, such improvements and developments

## **8. LIABILITY AND FORCE MAJEURE**

8.1 CBG shall not have any liability to the Supplier in respect of any delay in carrying out, or failure to carry out, any of CBG's obligations under this Agreement caused by any a) act, omission or default of the Supplier or of any employee officer or agent of the Supplier; or b) hardware, software, telecommunications or technical or other fault or problem relating to the CBG website as a result of which for any reason all or any of the the CBG website is not operational or accessible for any period/s or the content of the CBG website (including some or all information of or relating to the Supplier) for any period/s is temporarily not included on the CBG website or does not appear on it or is not accessible to any CBG member/s, or c) circumstances beyond the reasonable control of CBG or any employee officer subcontractor or agent of CBG

8.2 In no circumstances shall CBG or any employee, officer, subcontractor, or agent of CBG be liable to the Supplier, in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever and whatever the cause thereof, for any loss of profit, business, contract, revenue, anticipated savings, publicity, or for any special loss or damage, or for any indirect or consequential loss, damage, cost or expense, of any nature whatsoever, arising directly or indirectly out of this Agreement whether or not arising from any error or defect in anything or from any performance, non-performance or delayed performance by CBG or any employee, officer, subcontractor, or agent of CBG

8.3 CBG's and its employees', officers', subcontractors' and agents' liability to the Supplier in aggregate in respect of any and all claims arising in any Quarter out of or in connection with this Agreement, whether for breach of contract, breach of duty, default, negligent act or omission, or otherwise whatsoever, is limited to the total amount of Commission paid and payable to CBG by the Supplier under this Agreement in respect of that Quarter. This subclause 8.3 and subclause 8.2 shall operate as cumulative limitations and exclusions.

8.4 The Supplier warrants to CBG that CBG's use of any name, logo or other materials or information provided by the Supplier will not infringe any intellectual property or other rights of any third party

8.5 Except to the extent that the same is due to any breach of this Agreement by CBG, the Supplier shall save CBG and any subcontractor of CBG harmless from, and indemnify them against, any demands, proceedings, liabilities, losses, damage, costs (including legal costs), or expenses either sustained by CBG or the Supplier in respect of any claim by any CBG member or other third party/ies arising directly or indirectly from a) any breach by the Supplier of any of the terms of this Agreement or b) any negligent or other act or omission of the Supplier or its employees or agents or c) any failure by the Supplier to provide, or to provide fully, correctly and lawfully, any goods or services to

a CBG member or d) any infringement by the Supplier or CBG or its subcontractors, their employees or agents, of any intellectual property rights of any third party subsisting in any materials or other things either used by the Supplier or used by CBG pursuant to this Agreement and which have been supplied by the Supplier

8.6 The Supplier agrees that subclauses 8.2, 8.3 and 8.5 above, and 10.2 below, shall extend for the benefit of, and be enforceable by, all employees, officers, subcontractors and agents of CBG

## **9. NOTICES**

Any notice to be given by either party to the other shall be in writing and addressed to it at its address shown below (using the postal address or fax number or email address as appropriate) and it will be deemed to have been served 48 hours after posting if sent by first class post, and 24 hours after transmission if sent by fax or email

Charities Buying Group (“CBG”) CBG Buying Limited 7 Beaumont Place Isleworth Middlesex, TW7 7LB	
TEL.No. 0800 195 3010 FAX.No. 0871 310 0411 EMAIL: admin@charitiesbuyinggroup.com	TEL.No FAX.No. EMAIL:

## **10. AGREEMENT CONTENT**

10.1 This Agreement and any documents identified in it as forming part of the agreement between the Supplier and CBG constitute the entire agreement between the parties with respect to its subject matter. It supersedes all prior correspondence, warranties, representations, proposals, negotiations, understanding, undertakings or agreements, whether oral or written, all of which are hereby excluded, may not be relied upon and shall be of no effect

10.2 Neither CBG nor any employee, officer, subcontractor, or agent of CBG makes or gives any representation, warranty or undertaking express or implied with respect to any of the subject matter of this Agreement, including, without limitation, as to any minimum number of organisations or particular organisations being or remaining CBG members from time to time or as to the achievement by the Supplier of any particular level/s of sales or amount/s of turnover which will or might be derived from time to time from any or all CBG members

## **11. ASSIGNMENT AND SUBCONTRACTING**

11.1 Neither the Supplier nor CBG may assign this Agreement without the prior consent in writing of the other

11.2 CBG shall be entitled to subcontract any or all of its obligations or duties under this Agreement to any other company provided that CBG shall remain as fully responsible to the Supplier for such obligations and duties as if it had not so subcontracted them.

## **12. PARTIES TO THIS AGREEMENT ETC.**

For the purpose of the Contracts (Rights of Third Parties) Act 1999, all of the obligations, duties and liabilities undertaken and accepted by the Supplier under this Agreement and all limitations and exclusions of liability which are expressly or by implication intended to be

for the benefit of any CBG members or others referred to herein in addition to CBG, shall be for the benefit of and enforceable directly by CBG members or, such others, in addition to CBG, but not for the benefit of, or enforceable by, any other persons or entities.

**13. *LAW ETC***

This Agreement shall be governed by and interpreted according to the laws of England and the parties agree to submit to the jurisdiction of the English Courts

Name - **Michael J. Hodgetts**  
For and on behalf of CBG

Designation - **Chief Executive CBG**

Signature - \_\_\_\_\_

Name (Print) - \_\_\_\_\_  
**For and on behalf of the Supplier**

Designation - \_\_\_\_\_

Signature - \_\_\_\_\_

Dated - \_\_\_\_\_