



UVDB Supplier STANDARD TERMS AND CONDITIONS



The terms and conditions set out below apply to the **Supplier's** participation in the **UVDB** scheme, including **UVDBnotice** and **UVDBshowcase** as applicable. The **Supplier** will be deemed to have accepted these terms at the time when the **Supplier** submits its payment to **Achilles**. However, a contract between **Achilles** and the **Supplier** will not be formed unless and until **Achilles** sends to the **Supplier** an email confirming acceptance of the **Supplier's** application. These terms and conditions shall apply to the exclusion of any other terms and conditions, including without limitation any purchase order or confirmation of order provided by the **Supplier**.

1. Definitions

Achilles means Achilles Information Limited.

CPV Codes means the product/service category structure used by **OJEU**.

Intellectual Property means all intellectual property rights including copyright (in any software, operational manuals and reports), database rights, neighbouring rights and all rights in relation to inventions (including any program, system, procedure, process, formula or method of production), patents, registered and unregistered trade marks, registered and unregistered designs, trade secrets and confidential information.

Parties to these terms and conditions means **Achilles** and the **Supplier**. A **Party** to these terms and conditions means either **Achilles** or the **Supplier**.

Supplier means a supplier, contractor or a service provider who wishes to register, or is already registered on the UVDB.

Subscriber means the companies registered as users of the **UVDB**.

UVDB means the common database of supplier information operated by **Achilles** on behalf of **Subscribers** in the Utilities or other industries.

UVDBnotice means the database and email notification service through which **Achilles** provides participating **Suppliers** with summaries of and links to contract opportunity and tender award notices published by the Official Journal of the European Union ("**OJEU**"), and other selected third party information providers.

UVDBshowcase means the web directory service enabling **Suppliers** to make further marketing information available to **Subscribers** in addition to that contained within their completed **UVDB questionnaire**.

2. General Terms

Achilles will provide to **Subscribers** the entire information provided by the **Supplier** through a specific questionnaire (the "**UVDB Questionnaire**"), by loading the information received from the **Supplier** into the **UVDB**. **Achilles** may also make selected non-sensitive elements of the **Supplier's** information available to subscribers of other similar schemes operated by **Achilles** or its affiliates. **Achilles** will confirm to the **Supplier** in writing, within four weeks from receipt of the completed **UVDB Questionnaire**, notification of the registration of the **Supplier's** information onto the **UVDB**, or notification of any amendments that may be required before the **Supplier's** information can be registered onto the **UVDB**.

If the **Supplier** has applied to join the **UVDBnotice** service **Achilles** will provide the **Supplier** with the ability to search the **OJEU** database of contract opportunities and tender award notices. Upon successful registration of the **UVDB Questionnaire** **Achilles** will send to the **Supplier** regular emails containing hyper-links to relevant contract opportunity or tender award notices published in the **OJEU**. The relevance to the **Supplier** of such notices is initially based on a default profile established by **Achilles** using its best endeavours to match the corresponding product/service categories selected by the **Supplier** in their completed **UVDB Questionnaire** with the **CPV Codes** on the notices provided by **OJEU**. It is the responsibility of the **Supplier** to establish and modify as necessary their own notice profile using the tools provided by **Achilles**. **Achilles** is not responsible for the content available on the **OJEU** or other third party websites.

If the **Supplier** has applied to join the **UVDBshowcase** service, **Achilles** will send to the **Supplier** a set of template instructions describing the format of the information which the **Supplier** may submit for inclusion within **UVDBshowcase**. **Achilles** reserves the right at its sole discretion not to publish within **UVDBshowcase** any information or associated files submitted by the **Supplier** which (i) are not in accordance with the template instructions provided by **Achilles**, or (ii) may breach any of these terms and conditions.

Notwithstanding anything else in these terms and conditions **Achilles** shall not be liable for any failure in performing any of its obligations under these conditions if such failure is caused by circumstances beyond the control of **Achilles**, which shall include any Act of God, war, trade dispute, fire, flood, drought, tempest or any other abnormal weather conditions. In all cases **Achilles** liability is limited to the value of the standard information material required for registration on the **UVDB**.

The **Supplier** binds itself to answer the questions in the **UVDB Questionnaire** as accurately and completely as possible such that the completed questionnaire reflects the general status of, and the specific goods and or services offered by, the **Supplier** at the specified time of completion of the questionnaire. The **Supplier** is responsible for reviewing the accuracy of the data information entered on the **UVDB Questionnaire**. Certain functionality within the **UVDB** may generate email or other forms of electronic messaging to be sent to the **Supplier**. The Parties recognise that such forms of communication are not infallible, and it is the **Supplier's** responsibility to ensure any contact details provided to **Achilles** are correct, and to make check regular checks to view any communications which may be held on the **UVDB**.

The **Supplier** agrees to:

- i. Comply with **Achilles** reasonable requirements and directions as to use of the **UVDB Questionnaire** (and **UVDBnotice** and/or **UVDBshowcase** as applicable);
- ii. Use the **UVDB Questionnaire** in accordance with applicable law, including data privacy laws and communication regulations;
- iii. Not interfere with the proper functionality of the web site hosting the **UVDB Questionnaire**, **UVDBnotice** or **UVDBshowcase**;
- iv. Ensure that no virus or other harmful element is uploaded onto the **UVDB** or **UVDBshowcase**.

The **Supplier** agrees not to use the **UVDB Questionnaire** or **UVDBshowcase** to knowingly load, post or distribute any information that:

- i. infringes the Intellectual Property rights of any other person or entity;
- ii. is harmful, inaccurate, misleading, fraudulent, defamatory, obscene, offensive or otherwise illegal.

Achilles and the **Supplier** shall use their reasonable endeavors to ensure that computer software viruses that may damage hardware, software or communication systems, are not knowingly created or introduced to the web site hosting the **UVDB Questionnaire**.

The **Supplier** agrees to maintain the confidentiality of the unique questionnaire log on, required by the **Supplier** to gain access to the **UVDB Questionnaire**, issued by Achilles in the **UVDB** introductory letter or email. The **Supplier** agrees to limit distribution of this log on to individuals in the **Supplier's** organisation who require access to this log on for the purpose of completing the **UVDB Questionnaire**. In addition the **Supplier** will notify **Achilles** immediately if it knows or suspects any misuse of, or breach of confidentiality relating to this log on.

If at any time any one of the provisions of these terms and conditions becomes invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. These terms and conditions shall continue in effect until amended by **Achilles** by written notice.

3. Equifax Financial Information

The **Supplier** hereby accepts that **Achilles** has the right to obtain the **Supplier's** last three years worth of statutory audited accounts (or equivalent) directly from Equifax plc ("Equifax"), and to display these accounts in the **UVDB** alongside the additional information submitted by the **Supplier** in the **UVDB Questionnaire**. **Achilles** shall thereafter automatically update the **Supplier's** accounts in accordance with updates sent to **Achilles** by Equifax. In the case that **Achilles** does not or cannot obtain the **Supplier's** accounts from Equifax then the **Supplier** must complete and submit their accounts through the **UVDB Questionnaire**, and it is therefore the **Supplier's** responsibility to ensure such accounts are accurate and up-to-date.

Achilles shall make available, through the **UVDB Questionnaire**, and where available, the **Supplier's** accounts as provided to **Achilles** by Equifax. **Achilles** shall notify the **Supplier** when Equifax have provided accounts to **Achilles**. The **Supplier** is solely responsible for ensuring that the accounts provided to **Achilles** by Equifax are correct. **Achilles** shall endeavour to rectify any incorrect accounts within a reasonable period where the fault is with **Achilles**; where the fault is with Equifax then the **Supplier** must liaise with Equifax directly to rectify any incorrect accounts. **Achilles** shall advise the **Supplier** how to contact Equifax if this is the case.

Achilles accepts no liability whatsoever for the accuracy of accounts provided by Equifax or any arising consequential loss that may be incurred. In addition, the **Supplier** accepts the disclaimer issued by Equifax as defined in Schedule A.

4. Indemnities

Achilles shall indemnify the **Supplier** for any loss suffered by the **Supplier** as a result of **Achilles'** failure to comply with any applicable laws or regulations in providing the **UVDB**, subject to the limit stated below.

Achilles shall indemnify and keep indemnified the **Supplier**, its officers, employees and agents against all and any liability, losses, damages, awards, claims, costs and expenses that they may sustain or incur arising from **Achilles'** breach of any representations, warranties or obligations set forth under these terms and conditions, subject to the limit stated below.

The **Supplier** shall indemnify and keep indemnified **Achilles**, its officers, employees and agents against all and any liability, losses, damages, awards, claims, costs and expenses that they may sustain or incur arising from the **Supplier's** breach of any representations, warranties or obligations set forth under these terms and conditions, subject to the limit stated below.

Each **Party's** aggregate liability to the other in respect of all claims (whether in contract or tort) shall not exceed £50,000. The **Parties** will not in any circumstances be liable for indirect, incidental or consequential loss or damage or loss of profits, loss of revenue or loss of anticipated savings. Such agreed limitations on the liability of either **Party** will not apply in respect of death or personal injury arising from the negligence of either **Party**, its employees, sub-contractors or agents or in respect of any claims based on fraud.

The web site hosting the **UVDB Questionnaire** may provide links to other Internet sites. **Achilles** is not responsible for the availability or content of such other sites. The **Supplier's** accessing of any of these sites is entirely at the risk of the **Supplier**.

5. Fees and Payment

Both **Suppliers** and **Subscribers** will contribute towards the administration cost of operating the **UVDB**. For registration on to this database an annual non-refundable fee is payable by the **Supplier**. Such fee is payable by the methods set out on the website from time to time. The **Supplier** acknowledges and agrees that if paying online:

- payment will be processed on **Achilles'** behalf by **Achilles'** payment processing sub-contractor (the "**Payment Processor**") from time to time (currently CyberSource Limited, a UK registered company);
- the **Payment Processor** may process any personal data provided by the **Supplier** for the purpose of processing payment of the fee;
- receipt by the **Supplier** of any email notification that the **Supplier's** payment is being or has been processed does not constitute acceptance by **Achilles** that it will include the **Supplier's** information in the **UVDB** and/or that there exists a contract. If **Achilles** decides, for whatever reason, to decline the **Supplier's** application, then any amounts paid by the **Supplier** will be repaid without delay; and
- payment of the fee may be made to **Achilles** or any of its affiliates and receipt by any such entity shall constitute valid performance by the **Supplier** of its obligation to pay such fee.

6. Audits

One or more of the **Subscribers** registered as users of the **UVDB** is entitled, at its own discretion and cost, to audit the **Supplier** for verification of information which is placed at **Achilles'** disposal for updating the **UVDB**. The **Subscribers** have committed themselves to give reasonable notice to the **Supplier** and **Achilles** in writing for an intended audit. The result of such an audit shall be presented to a Steering Group consisting of representatives from **Subscribers** participating in the **UVDB**. If such an audit is refused by the **Supplier**, or in the event material failures are detected, **Achilles** and/or the Steering Group may decide to expel the **Supplier** from the **UVDB** with immediate effect.

7. Ownership Rights

The copyright and all **Intellectual Property** rights whatsoever in the **UVDB** database, all computer programs, user manuals, **Achilles** sponsored web sites, questionnaires and other documentation in connection with the **UVDB** will remain vested in and be the property of **Achilles**. The **Intellectual Property** in the information and other material entered by the **Supplier** onto the **UVDB Questionnaire** or submitted through **UVDBshowcase** shall, at all times, remain vested in the **Supplier**.

8. Confidentiality

Achilles and the **Supplier** agree to keep in confidence for a minimum period of five years from the termination of these terms and conditions any information obtained under these terms and conditions and will not divulge the same to any third party, other than its own officers, employees or agents, without the prior written consent of the other **Party**.

Achilles shall use all reasonable endeavours to protect and safeguard the information provided by the **Supplier** from loss, theft, destruction, third party intervention, "hacking" and the like from accidental disclosure and shall ensure all employees do likewise.

Unless the information provided by the **Supplier** be lost or destroyed due to a breach of **Achilles'** obligations of confidence, the **Supplier's** exclusive remedy for a breach of these terms and conditions will be the reconstruction of the **Supplier's** information by **Achilles** within a reasonable time, and shall not include any loss of profits, loss of business or any consequential losses howsoever arising, always provided the **Supplier** furnishes the information required or it is available on storage media in **Achilles'** possession.

This provision shall not apply to:

- i. any information in the public domain other than in breach of these terms and conditions;
- ii. information that is either trivial or obvious or already in the possession of the receiving Party before its receipt from the disclosing Party;
- iii. information received from a third party (other than a Subscriber) who is free to disclose the same;
- iv. disclosure of information which is required by law or a regulatory body provided that always if such order or requirement arises, the Party proposing to disclose shall give to the other Party prompt written notice thereof;
- v. information developed by one Party independent of the other; or
- vi. information disclosed to professional advisers, auditors, bankers or financiers provided a confidentiality undertaking is in force with at least the same terms as this clause.

Achilles agrees to ensure that each **Subscriber** undertakes similar terms of confidentiality before being allowed to access the **UVDB**.

9. Term and Termination

The contract shall continue for the period to which the fees paid by the **Supplier** pursuant to clause 5 relates and shall terminate automatically at the end of such period.

Without prejudice to any of **Achilles'** other rights or remedies, **Achilles** may remove the **Supplier's** details (either temporarily or permanently) from the **UVDB** and terminate the contract in the event of any actual or suspected breach by the **Supplier** of these terms and conditions, or any insolvency or other event occurring in respect of the **Supplier** as a consequence of debt.

10. Law and Jurisdiction

These terms and conditions shall be governed by English law and the **Parties** shall be subject to the exclusive jurisdiction of the English courts.

Schedule A - Equifax Plc Disclaimer

Where indicated, Equifax Plc ("Equifax") is the source of the financial information displayed in the **UVDB** ("Financial Information"). As a condition of Equifax allowing Achilles Information Limited to provide the Financial Information to you, Equifax Plc requires you to agree to the following terms and conditions.

- Most of the Financial Information is provided to Equifax by others and as such Equifax does not control the Financial Information's accuracy or completeness. The volume and nature of the information on Equifax's databases makes it impractical for Equifax to check it. Because of this, Equifax will only be liable to you for any loss or damage caused by its negligence or wilful default and Equifax shall not in any other circumstances be liable for any inaccuracies, faults, or omissions in the Financial Information.
- You must not rely upon the Financial Information as the only factor or source of information in making any decision. Further advice and information from appropriate experts and professionals should be obtained before making any decision.
- Equifax shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or otherwise at all) be liable for any indirect or consequential loss or damage at all, or any loss of business, capital, profit, reputation or goodwill.
- Nothing in these terms shall limit or exclude Equifax's liability for death or personal injury arising from its negligence.
- Equifax's entire liability in respect of all causes of action arising by reason of or in connection with these terms (whether for breach of contract, negligence or any other tort, under statute or otherwise at all) shall be limited to the amount you paid Achilles Information Limited for the Financial Information (excluding VAT).
- If you want to make a claim against Equifax in relation to the Financial Information, you must give Equifax written notice of the claim within 3 months of becoming aware of the circumstances giving rise to the claim or, if earlier, 3 months from the time you ought reasonably to have become aware of such circumstances. If you do not, Equifax shall not be liable for the claim.

