

## Service Level Agreement

The following SLA sets out The **PROCUREMENT RESOURCE LIMITED (PRL)** agreement for **Suppliers** accepting orders and framework agreements for the supply of goods and/or services and for the establishment of pricing and discount structures on credit terms to PRL members.

PRL acts as an agent on behalf of its members.

Special prices and discounted terms are negotiated and agreed upon for goods and services charged through the parent account, PRL. These terms are to be applied to trade accounts, cash sales, and goods or services to be invoiced directly to individual members.

All goods and services are procured on behalf of PRL members, and PRL will act as an agent or authorised representative (AR) in the transaction. PRL supplies members under its member regulations which are available on request.

### 1. Procurement of goods and services

- a. The Supplier will respond to quotation requests within one business day or within the time stipulated by the buyer of the quotation being requested and provide the best price available and any relevant additional information such as minimum order quantity/value, delivery charge, lead time and the expiry date of the quotation.
- b. Should the Supplier not respond to the quotation request within the timescale, PRL reserves the right to place the business elsewhere.
- c. Where PRL orders goods or services on behalf of the member, a purchase order will be emailed to the Supplier to support the request to supply.

- d. Members may order goods and/or services directly with the Supplier. In this instance, Suppliers are required to record the relevant membership details (trading title, membership number and name of individual) on all paperwork generated from the transaction.
  - i. It is the Supplier's responsibility to establish that the membership is valid. Members are issued membership cards, which should be presented when requested; they must be current and display the cardholder's signature. (Membership status can be checked via the PRL office before allowing goods to leave on the account.
  - ii. Suppliers must not directly approach for business those members of PRL that have been introduced to the Supplier by PRL and subsequently supplied by the Supplier. If there is evidence that this has occurred, PRL has the right to remove the approved Supplier from its database.

## 2. Supply, quality, and proof of delivery

- a. All goods and services are to be supplied at the prices, quality and specifications agreed within the timescale indicated either on the PRL purchasing agreement or verbally where members have placed the business directly with the Supplier. Prices must be market competitive and reflect the discounts and volume purchasing terms that have been agreed with PRL.
- b. Deliveries/collections must be signed, and a copy of the signature and printed name should be retained by the Supplier and made available to PRL should any query arise. The Supplier shall include with each delivery a delivery ticket showing the date of the order, the type and quantity of the product, members trading title and membership number. Failure to produce signed documentation will void any query.

- c. Should the Supplier deliver the product to a different address than that stated on the PRL purchase order and without prior authorisation, the Supplier will be liable to collect and re-deliver the product to the correct address at their own expense.
- d. Should the member revise an order with a supplier, the PRL member will email a revised purchase order, stating as such, to the Supplier and copy sent to PRL. The Supplier will be liable if they subsequently duplicate the order or fail to change the order as per the revision. Supplier invoice queries should be responded to within five working days.
- e. If the Supplier is unable to meet any supply parameter in respect of any order, they must contact PRL or the member immediately using the contact details provided on the purchase order.
- f. Members are requested to raise any complaints regarding product quality or late delivery immediately by telephone to PRL, confirming in writing to PRL within 48 hours of the delivery. If the member contacts the Supplier direct, the Supplier is to advise the member to contact PRL.
- g. PRL operates a clear and transparent trading approach with suppliers and members and therefore expects the Supplier to ensure that PRL terms and/or discounts are offered to PRL members and that this business is transacted via the PRL account only.
- h. Trading reviews will be completed at least once annually, and suppliers are evaluated on competitive prices, the quality of products and/or services provided, the timeliness of supply, and after-sales support. Suppliers are also evaluated on the quality and accuracy of the paperwork which follows the order.

### 3. Equipment Hire

- a. All equipment hired is at the sole risk of the PRL member upon delivery of the equipment.
- b. The Supplier must ensure that the PRL member has appropriate insurance and certification for the use of and for any loss damage caused to the equipment during the period of hire. Suppliers have the right to offer the member their own hire insurance cover product if the member does not have the correct insurance cover in place.
- c. All hire agreements are to be signed off by PRL member. Accepting the terms and conditions of hire before returning the Agreement to the Supplier.
- d. In the event of a member arranging equipment hire directly with the Supplier, the Supplier must verify the hire with PRL prior to raising a hire agreement.
- e. The PRL member will be totally responsible for advising the Supplier when the equipment is off-hired, and PRL will not be liable for this. If the PRL member contacts the Supplier direct to either off-hire or amend the details of hire, the Supplier must notify the member in writing to confirm the change of details or issue the off-hire number.

### 4. Supply of financial documentation

- a. All financial documentation should be in the member's name of the Company, with a copy sent to PRL.

- b. All financial documentation must quote the PRL membership number (detailed on the membership card if purchasing in-store) along with the trading title of the member and any delivery address where appropriate.
- c. The invoice must show PRL as the agent representative address and contain the PRL member's membership number, trading title and order number
- d. All credit notes, as required by HMRC, should refer to the original invoice number.
- e. Invoices should be clear, legible, and correctly priced, matching the order placed and any agreed discount structure in place.

## 5. **Bribery and Corruption**

- a. PRL's company policy is to "conduct business in an honest way and without the use of corrupt practices or acts of bribery to obtain an unfair advantage." PRL is committed to ensuring adherence to the highest legal and ethical standards and, as a result, will apply a 'zero tolerance' approach to acts of bribery and corruption by anyone acting on behalf of the Company.
- b. Gifts, entertainment and hospitality include the receipt or offer of gifts, meals or tokens of appreciation and gratitude, or invitations to events, functions or other social gatherings, in connection with matters related to PRL's business. These activities are acceptable provided they fall within reasonable bounds of value and occurrence.

## 6. Modern Slavery

- a. The Supplier confirms that they or their suppliers are not knowingly involved in modern slavery or human trafficking and have not been subject to any investigation in connection with any offence involving slavery or human trafficking.

## 7. General Data Protection Regulations

- a. The supplier warrants that it will meet all of its Processor Obligations under the GDPR Regulations during processing PRL Purchase orders, quotations or business arrangements, which include all subject matter and personal data. Further, the Supplier shall keep all personal data covered under the GDPR Regulations PRL and secure and ensure that all personnel within the Supplier's business use this data only for the purposes of processing PRL Purchase orders, quotations and other business arrangements. The Supplier must delete or return all personal data to the controller as requested or when ceasing to be a supplier of PRL

## 8. Confidentiality

- a. Neither of the parties nor their agents, staff, or representatives shall, during this Agreement and after it has been terminated, use or disclose to any person who has no right to receive it any Confidential Information which comes to the knowledge of the other party as a result of being involved in the making and implementation of this Agreement. If one party is unsure whether or not a particular piece of information is confidential, it shall check its status with the other party in writing. Each party shall take all reasonable steps to prevent the use or disclosure by their representatives, officers or employees of the confidential information.

- b. Both parties shall comply with the requirements of the [Data Protection Act 1998/General Data Protection Regulation] or other legislation or amendments that regulate the processing of or disclosure of personal data.
- c. No amendment to this Agreement shall be valid unless it is agreed by both parties and evidenced in writing.
- d. The invalidity, illegality or unenforceability of any term or condition shall not affect the validity, legality or enforceability of any other term or condition used in this Agreement.
- e. This Agreement shall not create any rights for the benefit of or enforceable by any person who is not a party hereto. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
- f. This Agreement shall be construed in accordance with English law, and the parties hereby submit to the exclusive jurisdiction of the English Courts.

## 9. Service Level Agreement

Each party agrees with the other in respect of all information disclosed in the course of the supply of products, and/or services is of a confidential nature and is not to be disclosed to a third party.

All goods and services procured on behalf of PRL members will be invoiced directly to the member. PRL acts as agent or AR in the transaction only and is not liable for any financial commitment.