

Order Schedule 27 (Special Schedule - Advertising)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Advertising Formats"	means marketing activity that engages consumers and audiences through a range of advertising formats including: <ul style="list-style-type: none">(a) digital and static, large and small format advertising;(b) experiential events, exhibitions, sampling and promotions;(c) info point advertising – advertising which displays both advertising and customer/estate user information within the same asset;(d) roundabout advertising – static advertising located on a Buyer's estate;(e) banner advertising – static advertising located on street lamp posts or areas detailed by the Buyer;(f) street furniture – advertising assets located in a street environment;(g) vehicles - advertising assets (e.g. wraps) located in or on relevant vehicles or other transport-related assets; and/or(h) ticket gate advertising – advertising located on ticket gates or entrance barriers;
"Advertising"	means an advertisement displayed in a Display or in any other Advertising Format at an Approved Site;
"Advertising Space"	means the Buyer-approved advertising units or other space(s) used to display any Advertising in accordance with the Order Contract, details of which (including agreed locations) are set out in the Specification;
"Advertising Regulations"	means a present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Services;

"Approved Site"	means the locations at which Advertising may be displayed, (as may be varied from time to time in accordance with the Order Contract or otherwise by written agreement of the Parties);
"Advertising Displays"	means any advertising display on liquid crystal display or any other similar form of digital medium contained in the Advertising Space and includes all associated equipment;
"Display"	means any advertising, marketing or promotional display, to include an Advertising Display, contained in or upon any Advertising Space for the purpose of communications or advertising and all associated equipment;
"Media Owner"	means any third party with whom the Supplier or Supplier Group contracts or places an order either directly or indirectly for the purchase of Media Placements, including any member of the Media Owner Group;
"Media Owner Group"	<p>means any other party which from time to time directly or indirectly Controls, or is Controlled by, the Media Owner, or is under the same direct or indirect common Control as the Media Owner, including:</p> <ul style="list-style-type: none">(a) any affiliated or associated companies of the Media Owner including any companies with which the Media Owner has a joint venture;(b) any trading arm used by the Media Owner; and(c) any sub-contractor or agency of the Media Owner or any other entity providing services directly or indirectly to the Media Owner;
"Media Placement"	means the advertising, sponsorship or promotional space and/or time in a publication, press insert, transmission or any other on or off-line platform which is purchased either directly or indirectly from third parties by the Supplier or Supplier Group in connection with the provision of Services and all clicks howsoever purchased; and
"Service Notice Period"	means the period of notice for cancellation of a Service, as set out in the Order Form.

2. Appointment

- 2.1 This Order Special Schedule, which forms part of the Order Contract, shall be read with the Order Form and any documents referred to within it.

- 2.2 Throughout the Order Contract Period, the Supplier will install and operate media Displays or use/deliver Advertising Formats in accordance with the Specification.

3. Principles

- 3.1 The following principles apply to all Services and provide a clear indication of the standards to which the Supplier shall adhere to in providing the Services.
- 3.2 The Supplier will provide completely transparent services to the Buyer, and will be proactive in safeguarding that transparency. To achieve this, the Supplier must:
- 3.2.1 ensure all agreed income is returned to the Buyer in accordance with the Order Contract;
 - 3.2.2 make all documentation produced by the Supplier in relation to the Services under the Order Contract, to include invoices and contracts, available to:
 - (a) the Buyer;
 - (b) the Buyer's Authorised Representative;
 - (c) the Buyer's appointed internal and external Auditors.Such documents will be securely stored and shared without redaction by the recipient.
 - 3.2.3 The Supplier will promptly disclose to the Buyer all third party interests in any investment or recommendations put forward by the Supplier.
 - 3.2.4 Provide an annual report on key advertising partners on the organisation's assets, which must include but shall not be limited to the following information:
 - (a) occupancy;
 - (b) yield;
 - (c) top advertising partners;
 - (d) top Supplier spend;
 - (e) a detailed summary of direct costs and investment spend;
 - (f) inspection reports; and
 - (g) subsequent remedial actions.

4. Grant of rights

- 4.1 To enable the Supplier to provide the Services, the Buyer grants to the Supplier the right during the Contract Period, to:
- 4.1.1 display Advertising or use/deliver Advertising Formats at the Approved Site;

- 4.1.2 manage and promote the sale to third parties of the right to display Advertising or to use/deliver Advertising Formats at the Approved Sites;
 - 4.1.3 install and operate Displays or Advertising Formats at Approved Sites, and
 - 4.1.4 undertake approved activities that the Buyer determines to be necessary on a case by case basis, and subject to operational or safety conditions that the Buyer impose,
in accordance with, and subject to, the terms of the Order Contract.
- 4.2 For the avoidance of doubt, and except as may be expressly stated otherwise in the Specification, no exclusive rights are granted to the Supplier under this Order Contract in relation to:
- 4.2.1 the display of any advertising material or use/delivery of Advertising Formats at sites other than Approved Sites; and/or
 - 4.2.2 the undertaking of any other activity except to provide the Services described in the Specification or otherwise as agreed between the Parties.

5. Scope and Deliverables

- 5.1 The Supplier shall provide to the Buyer during the Contract Period the Services as described in the Specification.
- 5.2 Subject to Paragraph 8.10 (Compliance), the Supplier:
 - 5.2.1 is hereby granted rights during the Contract Period to install Displays or use/deliver Advertising Formats at the Approved Site. Unless the Specification states otherwise, the rights to install Displays or use/deliver Advertising Formats at the Approved Site shall be non-exclusive;
 - 5.2.2 may sell and display advertising on the Displays, on an exclusive basis, for the formats specified by the Buyer **[Guidance Note: Buyers shall include what is not included within the scope of each Order Contract];**
 - 5.2.3 may make alterations or additions to Displays in the future as agreed with the Buyer in writing in accordance with this Order Contract; and
 - 5.2.4 may install additional Displays in the future on terms and conditions as agreed with the Buyer in writing in accordance with this Contract.

6. Supplier: other appointments

[Guidance Note: A Code of Acceptance will provide clear guidelines to Suppliers to specify the forms of advertising that will and will not be acceptable to maintain the reputation of the Buyer. The Supplier may send copy checks to the Buyer if they are unsure if it breaches the Code of Acceptance. The Code of

Acceptance should be reviewed annually by the Buyer, and the Buyer should retain the right to change the Code of Acceptance at any time.

The Buyer should consider whether a Code of Acceptance is required for the Order Contract. If the Buyer determines that a Code of Acceptance is required, it shall be included in the Order Form and Paragraphs 6.1.2 and 8.13.3 should be retained. If a Code of Acceptance is not required, the Code of Acceptance will not be included in the Order Form, and Paragraphs 6.1.2 and 8.13.3 should be deleted.]

- 6.1 The Parties acknowledge that adverse public perception may have a detrimental impact on the Buyer's desired outcomes for the Services. To minimise this risk, the Supplier must not, without the Buyer's written consent, provide services to a third party during the Contract Period of this Order Contract where the provision of such services (in the reasonable opinion of the Buyer):
- 6.1.1 has the potential to adversely affect the Buyer's desired outcome of the Services or diminish the trust that the public places in the Buyer[; or
- 6.1.2 **does not comply with the Code of Acceptance].**
- 6.2 If the Supplier becomes aware of a breach, or potential breach, of its obligations under Paragraph 6.1, the Supplier must notify the Buyer immediately, providing full details of the nature of the breach and the likely impact on any Services.

7. Risk in relation to the Displays

[Guidance Note: The Buyer shall select either asset ownership model in Option 1 or Option 2, and delete the Option that does not apply to the Order Contract:

- Option 1 under Paragraphs 7.1: The Buyer owns the Displays.**
- Option 2 under Paragraph 7.2: The Supplier owns the Displays.**

Under either Option 1 or Option 2, Paragraphs 7.3 to 7.6 will apply to the Order Contract.]

7.1 [The Displays shall remain the property of the Buyer.

OR

7.2 The Displays shall remain the property of the Supplier.]

- 7.3 The Supplier will be responsible for any damage caused to the Displays as a result of works carried out associated with the installation, repair, maintenance, upgrading or removal of the Displays or any damage caused to the Displays as a result of the act or default or negligence of the Supplier or its employees, contractors or agents.
- 7.4 The Buyer will be responsible for all other damage howsoever caused to the Displays.
- 7.5 Subject to installation of the Displays, and as agreed with the Buyer, risk in the Displays transfers to the Buyer on Delivery of the Displays, but

remains with the Supplier if the Buyer notices damage following Delivery and informs the Supplier within 28 Working Days of Delivery, and provides evidence of the damage to the Displays.

- 7.6 Following Delivery of the Displays, the Supplier shall complete a physical or virtual site visit and provide an instruction document to the Buyer to enable the Buyer to use the Displays.

8. Obligations of the Supplier

- 8.1 The Supplier undertakes in favour of the Buyer for the Contract Period, and thereafter where the obligation remains to be performed or fully discharged, to comply with this Paragraph 8 (Obligations of the Supplier).

All Displays (including Advertising Displays if applicable)

- 8.2 The Supplier shall:

- 8.2.1 pay the costs associated with the procurement and installation of the Displays;
- 8.2.2 comply with the Buyer's reasonable requirements notified to the Supplier after the signature of this Order Contract in respect of the installation of the Displays;
- 8.2.3 throughout the Contract Period, ensure that the Displays are maintained in good and substantial repair;
- 8.2.4 in conjunction with Paragraph 8.2.5, at its own cost, promptly repair any damage caused to the Buyer Site due to use/delivery of the Advertising Formats, the removal of existing advertising units or the installation, repair, maintenance or removal of the Displays, as applicable, to the satisfaction of the Buyer, acting reasonably;
- 8.2.5 where applicable, at the expiry or earlier termination of the Contract Period, to promptly and at its own cost remove the Displays; and
- 8.2.6 where required by the Buyer, pay any and all applicable business rates and/or other taxes levied in respect of the Displays.

Advertising Displays only (if applicable)

[Guidance Note: The Buyer shall select either asset ownership model in Option 1, Option 2 or Option 3, and delete the Option that does not apply to the Order Contract:

- **Option 1 under Paragraph 8.4: The Assets will be funded and owned by the Buyer throughout the Contract Period of the Order Contract. The Buyer may require the Supplier to provide support in relation to the Advertising Display that the Buyer will purchase to ensure value for money.**
- **Option 2 under Paragraph 8.5: The Assets will be funded by the Supplier, and owned by the Supplier throughout the Contract Period of the Order Contract. At the expiry or termination of the**

Order Contract, the Net Book Value payment is made by the Supplier.

- **Option 3 under Paragraph 8.6 and Paragraph 8.7: The Assets will be funded through the Order Contract, and the Buyer will recover the cost of investment from the income received. Under Paragraph 8.7, the Buyer will select whether it or the Supplier will fund the installation or replacement of a Buyer Asset.]**

8.3 [The Buyer shall:

8.3.1 pay the costs associated with the procurement and installation of the Advertising Displays and the enabling cost associated with connecting the Advertising Displays to an electricity supply and to a data supply; and

8.3.2 where reasonably necessary, to upgrade the Advertising Displays.]

OR

8.4 [The Supplier shall:

8.4.1 pay the costs associated with the procurement and installation of the Advertising Displays and the enabling cost associated with connecting the Advertising Displays to an electricity supply and to a data supply;

8.4.2 provide support as required by the Buyer to determine the Advertising Displays that the Buyer shall procure in order to ensure value for money;

8.4.3 with effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges; and

8.4.4 where reasonably necessary, to upgrade the Advertising Displays.]

OR

8.5 [The Supplier shall:

8.5.1 submit options and investment proposals to the Buyer for the installation or replacement of a Buyer Asset to be Approved by the Buyer; and

8.5.2 confirm how installation of the Buyer Asset will be achieved to meet the Standards in the Order Contract;

AND

8.6 The [Supplier] [Buyer] shall fund the installation or replacement of a Buyer Asset.

Repair and new equipment

8.7 The Supplier will keep each Display in good repair and working order and will upgrade, refresh and refurbish the Displays with written Approval

from the Buyer at its own cost such that the Advertising Displays remain fit for purpose, as confirmed in the Order Contract.

- 8.8 All Assets delivered must be new, or as new if recycled, unused and of recent origin, unless requested by the Buyer.

Maximising Turnover

- 8.9 The Supplier will use all reasonable endeavours to:
- 8.9.1 maximise income from advertising through the Displays or Advertising Formats as applicable for the mutual benefit of the Buyer and the Supplier; and
 - 8.9.2 ensure (subject to Paragraph 8.13.1) that advertisements are displayed through the Displays at all times.

Compliance

- 8.10 The Supplier will comply with:
- 8.10.1 all applicable laws and regulations in the performance of its obligations under this Order Contract;
 - 8.10.2 all reasonable regulations and instructions as the Buyer may from time to time make or give in connection with the operation, management, administration and/or security within the Buyer site; and
 - 8.10.3 all safety regulations and procedures issued by the Buyer and to procure that such procedures are complied with by all employees and sub-contractors of the Supplier attending the Buyer site.

Standards to be maintained

- 8.11 The Parties acknowledge that they have a responsibility to comply with all relevant Advertising Regulations.
- 8.12 The Parties will co-operate with each other to ensure satisfaction of the requirements of any applicable Advertising Regulations.
- 8.13 The Supplier will not permit any advertising on the Displays or in connection with the use/delivery of any Advertising Formats that the Buyer deems to be inappropriate, which may include advertising that:
- 8.13.1 is offensive, immoral, illegal or which violates any intellectual property rights;
 - 8.13.2 contravenes any statutory or regulatory provisions or relevant codes of practice in force from time to time (including without limitation the rules of the Advertising Standards Authority);
 - 8.13.3 contravenes the Code of Acceptance; or
 - 8.13.4 advertises tobacco, political parties, religion or any other matter which the Buyer reasonably deems to be incompatible with the Buyer's obligations and goodwill and/or any branding of the Buyer's tenants at the Buyer Site.
- 8.14 The Supplier shall procure that the condition of the advertising estate, Advertising Space, Advertising Format and any Displays makes a

positive contribution to the image of the Buyer Site and that the advertisement presentation will be at a high standard in the opinion of the Buyer, acting reasonably.

8.15 The Supplier shall promptly acknowledge any and all complaints by either the Buyer or guests to the Buyer Site and agrees that it shall deal with and rectify the issues behind these complaints as soon as reasonably practicable after they are communicated to the Supplier.

8.16 The Supplier shall

8.16.1 provide proper training in relation to the Standards;

8.16.2 ensure that the Supplier Staff comply with the Standards, and take appropriate action (including disciplinary action) in relation to any non-compliance by a member of the Supplier Staff;

8.16.3 ensure that, before attending any Buyer Site or other premises of the Buyer, the Supplier Staff attend and pass all safety training courses required by the Buyer at such time;

8.16.4 ensure that the Supplier Staff carry evidence of having passed the applicable safety training courses at all times whilst present at any Buyer Site or other premises of the Buyer and shall produce such evidence on demand to any person authorised by the Buyer to inspect it;

8.16.5 take all reasonable steps to minimise or eliminate any risk to the safety of any person which relates to the activities of the Supplier Staff at any Buyer Site or other premises of the Buyer;

8.16.6 report to the Buyer and all other appropriate authorities any accidents or injuries occurring to the Supplier Staff whilst present at any Buyer Site or other premises of the Buyer;

8.16.7 ensure that, whilst present at any Buyer Site or other premises of the Buyer, all Supplier Staff dress, appear and behave in a professional manner and make all reasonable efforts not to disrupt, and to treat with appropriate professional courtesy, all of the Buyer's personnel and customers. The Buyer shall have the right (not to be unreasonably exercised) to refuse access to any premises to any Supplier Staff who fail to comply with this Paragraph 8.16;

8.16.8 ensure that, whilst present at any Buyer Site or other premises of the Buyer, no member of the Supplier Staff shall:

- (a) report or attempt to report for duty having consumed alcohol or under the influence of drugs;
- (b) report or attempt to report for duty in an unfit state due to the use of alcohol or drugs;
- (c) be in the possession of drugs of abuse;
- (d) consume alcohol or use drugs; and

8.16.9 undertake safety audits in accordance with the Standards and any other instructions of the Buyer from time to time.

Alterations and additions

- 8.17 The Supplier shall not alter or add to any Advertising Space without the Buyer's prior written consent.

9. Obligations of the Buyer

Access to Buyer Site

- 9.1 Subject to the terms of this Order Contract or as otherwise agreed between the Parties in the Specification, the Buyer permits the Supplier Staff to temporarily enter such parts of the Buyer Sites as are designated by the Buyer from time to time in order to access the Approved Site for the sole purpose of:
- 9.1.1 carrying out any maintenance or repair work (including installing, replacing, protecting, maintaining, repairing and/or removing any Displays);
 - 9.1.2 inserting or changing advertising displayed on a Display at the Approved Site; and
 - 9.1.3 performing any other obligations of Supplier under this Order Contract which require access to the applicable Approved Site(s).
- 9.2 The Supplier shall be entitled to exercise its rights under Paragraph 9.1 during:
- 9.2.1 any times at which the applicable Buyer Site(s) are open for business; and
 - 9.2.2 such other times as the Buyer may agree on reasonable request from Supplier, such agreement not to be unreasonably withheld or delayed.
- 9.3 If the Supplier exercises its rights under Paragraph 9.1, and any Display is damaged, the Supplier shall promptly and at the Buyer's option:
- 9.3.1 make good and repair any damage to any Display or any other part of a Buyer Site caused by any act or omission of the Supplier Staff or any Display; or
 - 9.3.2 reimburse to the Buyer on demand any costs and expenses incurred by the Buyer in repairing, or procuring repairs to, any such damage.
- 9.4 The Supplier may only bring onto to a Buyer Site such vehicles, goods, equipment and supplies as may be designated by the Buyer from time to time.

General Buyer obligations

- 9.5 Subject to Paragraph 8.2 (All Displays (including Advertising Displays or Advertising Formats if applicable) and Paragraph 8.3 (Advertising Displays only (if applicable))), the Buyer undertakes in favour of the Supplier for the Contract Period as follows:

[Guidance note: The Buyer shall select the most applicable model for electrical installation works in either Option 1, Option 2 or Option 3, and delete the Options that do not apply to the Order Contract:

- **Option 1 under Paragraph 9.5.1: The Buyer will permit the Supplier to connect the Advertising Displays to the existing tested power supply.**
- **Option 2 under Paragraph 9.5.2: The Buyer will permit the Supplier to connect the Advertising Displays to a new power supply installed by the Supplier.**
- **Option 3 under Paragraph 9.5.3: The Buyer will install the new power supply, and the Supplier will connect the Advertising Displays to the new power supply.]**

9.5.1 [to permit the Supplier to connect the Advertising Displays to the existing tested power supply;

OR

9.5.2 to permit the Supplier to connect the Advertising Displays to a new power supply installed by the Supplier;

OR

9.5.3 to provide and enable suitable electricity and data connectivity to each Advertising Displays to permit the Supplier to connect the Advertising Displays to the power supply;]

9.5.4 to pay all costs attributable to electricity and data used in respect of any Advertising Space and the Displays save for the costs of connecting a Display to an electricity supply and data supply, and deducted as a Direct Cost;

[Guidance note: The Buyer shall populate Paragraph 9.5.5 on contract award.]

9.5.5 that it will not place or permit the placement of any obstruction within **[Guidance note: within x metres to be populated by the Buyer on contract award]** [[X] metres] of each Display. In the event that any Display is obstructed for over **[Guidance note: number of days to be populated by the Buyer on contract award]** [days], the Supplier has the right to take the Display out of charge and will not be liable to the Buyer for payment of **[Guidance note: payment to be populated by the Buyer on contract award]** during the period of obstruction; and

9.5.6 to procure that the Displays are cleaned in accordance with the Cleaning Procedure.

10. Reserved and excluded rights

10.1 The rights granted by the Buyer to Supplier under this Order Contract shall at all times be subject to the Buyer's obligations, and any third party rights and the Standards.

- 10.2 Nothing in this Order Contract shall remove, limit, prevent or restrict any right, freedom or power of the Buyer (or of any other person who has the applicable right, freedom or power as against the Buyer) (subject always to an appropriate adjustment to any payments due to the Buyer) to:
 - 10.2.1 close or dispose of the whole or part of any Buyer Site;
 - 10.2.2 demolish, develop, redevelop, build on, refurbish, renew, replace, alter, modify, or execute any other works at, the whole or part of any Buyer Site;
 - 10.2.3 undertake any action connected with preserving or maintaining the security or safety of the whole or part of any Buyer Site or any person using a Buyer Site;
 - 10.2.4 in an emergency, undertake any action for the purpose of preserving or protecting life or property; or
 - 10.2.5 undertake any action required to be done or pursuant to any of the Standards.
- 10.3 The Buyer shall, in its reasonable discretion, be entitled itself or to require Supplier to disturb, remove or obstruct any Display if, in the reasonable discretion of the Buyer, this is necessary or desirable, although the Buyer shall use reasonable endeavours to:
 - 10.3.1 give reasonable prior notice to Supplier of any requirement to disturb, remove or obstruct an Advertising Display Advertising Space for a material period of time; and
 - 10.3.2 make available alternative Advertising Space at the same or a different Buyer Site.

11. Record and audit rights

- 11.1 The rights and obligations set out in this Paragraph 11 are without prejudice to the other rights and obligations set out under the Order Contract or the DPS Contract.
- 11.2 Without limiting its other obligations under the Order Contract (including in particular its reporting obligations) the Supplier shall, during the Contract Period and for a minimum period of 6 years thereafter (or such longer period required by Law), maintain complete and accurate records in relation to the performance of the Order Contract, including:
 - 11.2.1 details of all contracts which it concludes for the display of Advertising or use/delivery of Advertising Formats at Approved Sites, and the gross revenue receivable by the Supplier under such contracts;
 - 11.2.2 records relating to the calculation of the Net Revenue, including:
 - (a) details of all gross revenue receivable by the Supplier in relation to this Order Contract;
 - (b) details of any commissions, payments and credits payable by the Supplier in relation to this Order Contract; and

- (c) any other information needed to calculate the Net Revenue from time to time;

11.2.3 records relating to all amounts payable to the Buyer under this Order Contract;

11.2.4 records relating to the residual value of all Displays; and

11.2.5 records relating to all other financial transactions relating to the Order Contract.

Provision of financial information

11.3 The Supplier shall provide the following financial information to the Buyer in relation to each calendar month by no later than **[Guidance note: Buyer to confirm on contract award]** after the end of that month:

11.3.1 a statement of the monthly Net Revenue, broken down as reasonably required by the Buyer;

11.3.2 a statement of the cumulative Net Revenue for the then current Year, broken down in the same manner;

11.3.3 a comparison of the monthly and cumulative Net Revenue amounts with any applicable forecasts; and

11.3.4 a statement of the monthly fixed and variable costs.

Annual Compliance Certificate

11.4 Where required by the Buyer, the Supplier shall provide the Buyer within sixty (60) calendar days of the end of each **[Contract Year][Insert other period]** a certificate signed by the Finance Director of the Supplier (or the Supplier's Financial Controller and other senior Chartered Accountant employed by the Supplier) that includes:

11.4.1 confirmation that that all payments made by the Supplier to the Buyer in relation to that **[Contract Year][Insert other period]** are accurate and in accordance with the Order Contract; and

11.4.2 a reconciliation statement giving full details of the Net Revenue and Direct Costs for each calendar month during the applicable **[Contract Year][Insert other period]** and all amounts payable to the Buyer in accordance with the Order Contract.

Audit by the Buyer

11.5 Upon reasonable notice from the Buyer, the Supplier shall provide the Buyer and/or its third party representatives with reasonable access to the records referred to in Paragraph 11.1 to 11.4 (inclusive) and any other records or other documentation relating to the Order Contract.

11.6 The purpose of Audits under this Paragraph 11 include verifying the Supplier's compliance with its obligations under the Order Contract, including verifying the accuracy of all payments made to the Buyer under the Order Contract.

11.7 The Supplier shall fully co-operate with (and shall ensure that the Supplier Staff fully co-operate with) the Buyer and, where applicable, the

Buyer's Audit representatives, in relation to any Audits performed under the Order Contract, including by providing any assistance or information reasonably required by the Buyer or such representatives.

- 11.8 Without prejudice to the Buyer's other rights or remedies, if any Audit reveals:

11.8.1 any underpayment in relation to any amount due to the Buyer under the Order Contract, the Supplier shall:

- (a) promptly pay to the Buyer the amount of the underpayment plus interest in accordance with the Late Payment of Commercial Debts Act 1998, which shall accrue on a daily basis from the date on which the underpayment ought to have been originally paid to the Buyer until the date of payment, whether before or after judgement; and
- (b) bear the entire cost of the Audit exercise, including all fees incurred by the Buyer's external Audit representatives;

11.8.2 any other failure by the Supplier to comply with its obligations under this the Order Contract, the Supplier shall promptly and at its own cost rectify such failure.

- 11.9 The Parties will bear their own costs when an Audit is undertaken unless Paragraph 11.8.1(b) applies and/or the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.