**Fast Forward Supplier Engagement Programme Terms and Conditions**

This agreement sets out the principal terms and conditions on and subject to which your organisation (Supplier) is engaging as a supply chain business in connection with the Fast Forward Programme that has been established by Stronger2gether Limited, a company registered in England and Wales with its registered office at Camberley House, 1 Portesbery Road, Camberley, Surrey, GU15 3SZ and company registration number 11598061 (Stronger Together).

**Recital**

(A) Fast Forward is an initiative of Stronger Together, a not-for-profit organisation whose mission is working together to enable organisations to embed responsible recruitment and employment practices and mitigate labour exploitation in their operations and supply chains.

(B) Fast Forward assists businesses in uncovering hidden labour exploitation and improving ethical labour standards in supply chains through a next-generation capacity building, audit and continuous improvement methodology.

(C) The Supplier has agreed to pay annual subscription fees to join the Fast Forward Supplier Engagement Programme in return for the Supplier Benefits. This Agreement sets out the terms on which the parties have agreed to engage.

(D) The Supplier has agreed to collaborate and share information with Audit Bodies and Fast Forward Member Brands, in line with the provisions set out in this agreement.

1. **Definitions and Interpretation**

1.1 In this agreement, the following terms shall have the following meanings:

- **Audit Body**
  An authorised third-party audit body that is authorised by Stronger Together to carry out audits of Confirmed Supply Chain Businesses using the Audit Systems.

- **Audit Systems**
  The tools and systems provided to support Audit Bodies to deliver the Fast Forward audit consistently and share Fast Forward audit reports with Fast Forward Member Brands. The current Audit System is the ‘Complyer Audit Tool’, which generates PDF audit reports. When operational, the Audit System will transition to ‘SupplyShift’ which will enable audit data to be submitted, viewed, analysed and shared via a digital platform.

- **Confidential Information**
  Any trade secret, data, know-how or information concerning the business, business practices, products, development, research, techniques, equipment, marketing, sales, inventions, discoveries, ideas, management methods or financial matters, or any confidential or secret aspect of the business of the other party. Notwithstanding the foregoing, the duty of confidentiality in this Section shall not apply to Confidential Information that is (i) in the public domain through no act of either party in violation of this Agreement, (ii) obtained by either party from a third party that is not bound by a confidentiality obligation to the disclosing party, (iii) already known to the receiving party, or is subsequently developed by the receiving party independently and without breach of this Agreement, and such party can reasonably demonstrate that such is the case, or (iv) required to be disclosed pursuant to a court order or other requirement of any duly constituted government agency or other authority having jurisdiction over such party; provided, however, that (to the extent it is permissible to do so under law) the recipient of the information shall first have given prompt notice to the disclosing party to allow an opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

- **Confirmed Supply Chain Business**
  A Supply Chain Business that has paid the annual subscription fee to Stronger Together in order to access the Supplier Engagement Programme, including the Audit Systems and capacity building support including training.

- **Control**
  The ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise.

- **Detailed Audit Information**
  All information, results and underlying documents relating to an audit, including the audit’s scope and business details record, Fast Forward audit report, Potential Forced Labour and Critical Issues Record, the Limited Audit Information and any other audit supporting documents on which decisions were based such as worker interview records (with all personal data redacted).

- **Extended Term**
  Has the meaning given to it in clause 2.1.
Fast Forward Brand

The brand (including the name and all logos) of Stronger Together and the Programme, including the logo set out in Schedule 2.

Fast Forward Member Brands

A brand that is engaged in the Programme as a brand member.

Fast Forward Supplier Engagement Programme

The name given to the Supplier Benefits as a package which together support suppliers to continuously improve in their management of ethical labour standards.

General Regulations

The detailed rules and procedures which govern the running of the Programme as updated by Stronger Together from time to time, a copy of which has been provided by Stronger Together to the Supplier before entering into this agreement and which will be provided to the Supplier by Stronger Together at any time thereafter on: (i) reasonable request; and (ii) each time a substantive update is made.

Initial Term

Has the meaning given to it in clause 2.1.

Limited Audit Information

The following information relating to an audit and a supplier’s commitment to continuous improvement: the most recent Fast Forward audit, the Fast Forward Member Brand who commissioned the audit, the date, type (baseline/follow-up) and rating score of the latest audit, and whether the Supply Chain Business has engaged in capacity building activities such as: registered on the Fast Forward website, attended Fast Forward training and other capacity building events (e.g. Fast Forward webinars and Supplier Forums).

Member Brand Confirmed Supply Chain Business

A Confirmed Supply Chain Business that currently supplies to a Fast Forward Member Brand.

Member Brand Customer

A Fast Forward Member Brand with whom the Supplier has an existing trading commercial relationship or with which it is in advanced commercial discussions.

Member Brand Non-Customer

A Member Brand that is not a Member Brand Customer.

Non-Member Brand Confirmed Supply Chain Business

A Confirmed Supply Chain Business that does not currently supply to a Fast Forward Member Brand.

Programme

The Fast Forward programme, an initiative of Stronger Together.

Supplier Benefits

The benefits to be provided by Stronger Together to the Supplier as set out in Part 1 of Schedule 1.

Supplier Business Information

The Supplier's site name and address, type of business and number of workers.

Supplier Fee

The fee payable by the Supplier to Stronger Together in accordance with clause 3 and as set out in Part 2 of Schedule 1.

Supply Chain Business

Any business in the supply chain of any business including but not limited to first and subsequent tier suppliers, manufacturers, growers, logistics, contractors, subcontractors and service providers.

Term

Has the meaning given to it in clause 2.1.

User

Means any individual who visits or interacts with any part of the Fast Forward website.

1.2 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 A reference to writing or written includes email.

2. Contract duration

2.1 This agreement shall commence on the date payment of the first Supplier Fee is received by Stronger Together. Unless terminated earlier in accordance with clause 10 or this clause 2, and subject to clause 3.7, this
agreement shall continue for 12 months (Initial Term) and shall automatically extend for further periods of 12 months (Extended Term) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. The Initial Term and any and all Extended Terms shall together constitute the Term.

3. **Supplier Fee**

3.1 In respect of the Initial Term, the Supplier shall pay the Supplier Fee to Stronger Together in full and without deduction or set-off on the date of this agreement, and in respect of each Extended Term the Supplier shall pay the Supplier Fee to Stronger Together in full and without deduction or set-off not less than 14 days before the commencement of each Extended Term. The Supplier authorises Stronger Together to take payment from the Supplier using the payment details provided at the point of agreement.

3.2 Stronger Together shall be entitled to amend the Supplier Fee relating to any Extended Term in advance of the commencement of such Extended Term, provided that it gives the Supplier not less than 60 days’ written notice of such increase.

3.3 The Supplier Fee excludes any amounts which are payable in respect of value added tax (VAT), which the Supplier shall additionally be liable to pay to Stronger Together at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

4. **Supplier Benefits**

4.1 Stronger Together shall provide the Supplier Benefits as set out in Part 1 of Schedule 1 to the Supplier for the duration of this agreement.

4.2 Stronger Together shall be entitled to remove or otherwise vary any of the Supplier Benefits from time to time, provided that it shall give the Supplier reasonable notice of any such removal or variation.

4.3 **Fast Forward website:**

4.3.1 The content of the pages and materials of the Fast Forward website (at www.fastforwarduk.org) are for Users’ general information and use only. It is subject to change without notice. Stronger Together, our partners and any third parties do not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. Users acknowledge that such information and materials may contain omissions, inaccuracies or errors and we expressly exclude liability for these to the fullest extent permitted by law.

4.3.2 Use of any information or materials contained on the Fast Forward website is entirely at Users’ own risk, for which Stronger Together shall not be liable for any direct or consequential loss. Users are responsible for ensuring that any products, services or information available through the Fast Forward website meet their specific requirements. It is strongly recommended that Users take legal or other professional advice as appropriate if they require any specific guidance in connection with the information available through the Fast Forward website.

4.3.3 From time-to-time the Fast Forward website may also include links to other websites. These links are provided for Users’ convenience to provide further information. They do not signify that Stronger Together endorses the websites. Stronger Together bears no responsibility for the content of the linked websites.

4.3.4 Users should ensure that they have appropriate security measures in place to protect them from any unintentionally damaging content within the Fast Forward website or links from the Fast Forward website.

4.3.5 Users may only create a link to the Fast Forward website from another website or document with prior written consent. Please email enquiries@fastforwarduk.org to enquire.

4.3.6 The Scheme Owners own intellectual rights of all content on the Fast Forward website. Users are not permitted to copy or recreate the content.

4.3.7 Users accessing the log-in area of the website are expected to be employed (or contracted on a long-term basis) directly by the Confirmed Supply Chain Business. Users or other representatives of the Confirmed Supply Chain Business are not permitted to share Fast Forward website content or share access to their website account with any party who is not also directly employed (or contracted on a long-term basis) by the Confirmed Supply Chain Business. Where a User shares access to their website account with a long-term contractor, e.g. an external consultant, the User is responsible for ensuring that the contractor only uses the account according to these terms of use (i.e. not for the consultant’s own commercial use).

4.3.8 At subscription, Confirmed Supply Chain Businesses are required to provide an official business email address (associated with the business name subscribed under) in the ‘email’ field. Personal email
addresses are not permitted without the express approval of Stronger Together. Stronger Together reserves the right to withdraw access to an account where a business email address is not provided.

4.3.9 Confirmed Supply Chain Businesses are responsible for ensuring that parties who have left employment (or end a long-term contract) at the business no longer have access to the website account. A representative from the business should do this by:

4.3.10 Changing the account password (via the ‘My Account’ page)

4.3.11 Contacting enquiries@fastforwarduk.org to request an update of the account contact email address (the email address used to log-in to the account).

4.3.12 Stronger Together reserves the right to withdraw access to a website account where it believes that the contact details are no longer valid (i.e. the User has left the Confirmed Supply Chain Business).

4.3.13 Stronger Together operates procedures and security features to reduce the risk of unauthorised access to data inputted into the website. The transmission of any information via the internet is not completely secure and the data input by Users is done so at their own risk. Where Stronger Together becomes aware of a data breach, Users will be notified.

4.3.14 Users’ use of the Fast Forward website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

4.4 Fast Forward training and events:

4.4.1 Stronger Together owns intellectual rights of all content of the Fast Forward training, webinars and Supplier Forum content. Delegates or others are not permitted to copy or recreate the content.

4.4.2 Up to 7 days before a training or webinar event delegates can choose either to:
   4.4.2.1 Cancel their booking and receive a full refund (if the ticket(s) were paid for)
   4.4.2.2 Re-book a place on an alternative date for the same training or webinar event.

4.4.3 Within 7 days (but before 1 business day) of the event delegates can transfer their booking to a colleague (employed/contracted within the same business entity).

4.4.4 Within 1 business day of the event delegates will not be able to receive a refund, rebook or transfer their booking.

4.4.5 Delegates must notify enquiries@fastforwarduk.org within the stated timeframes for the terms to apply.

4.4.6 Stronger Together reserves the right to cancel or adjust the timings of a training, webinar or Supplier Forum event. In such cases delegates will be notified as soon as possible before the event and offered alternative dates to re-book or a full refund (if the tickets were paid for).

4.4.7 A confirmation email will be sent to delegates immediately after booking a place on training or a webinar, and joining instructions will be emailed to delegates at least 3 business days before the training session to enable them to access the training.

4.4.8 Delegates are responsible for providing correct contact details so Stronger Together can communicate with them prior to the training, webinar or supplier forum event. They are also responsible for contacting enquiries@fastforwarduk.org should they not receive expected event related emails within the expected timeframes.

4.4.9 Delegates will not be able to access or view the recording of the training after the session.

4.4.10 To be registered as having completed a training, webinar or supplier forum event, delegates must actively attend the full duration of the session.

5. Communication and Branding

5.1 The Supplier shall not:

5.1.1 use, adapt, copy or otherwise deal with the Fast Forward Brand, including the Fast Forward logo, or any materials relating to the Programme or the Audit Systems for any purposes;

5.1.2 make any public statement as to its involvement with Stronger Together or the Programme except that it may say that it has signed up to the ‘Fast Forward Supplier Engagement Programme’;

5.1.3 state, suggest or indicate that it has any particular status within the Programme, including by not referring to itself as ‘approved’, ‘accredited’ or ‘certified’ (or any other equivalent term) by Stronger Together or the Programme, nor as being a ‘member’ (or any other equivalent term) of the Programme.

5.1.4 refer to the Programme or Stronger Together within its Modern Slavery Act reporting requirements, unless it has the express prior written consent of Stronger Together in relation to each individual use, and Stronger Together shall be entitled to withdraw such consent at any time at its discretion.
5.2 The Supplier shall not quote in writing the names of any Fast Forward Member Brands that are involved in the Programme without prior written approval of that party on a case-by-case basis.

6. Supplier Responsibilities

6.1 The Supplier shall:

6.1.1 follow the General Regulations in all activities relating to the Programme and its involvement with Stronger Together;

6.1.2 co-operate fully with Audit Bodies, Fast Forward Member Brands and Stronger Together in relation to any audits or site visits requested to be carried out on it as part of the Programme, including by promptly providing access to premises, documents and records for the purposes of such audits or site visits;

6.1.3 ensure that any and all information, documents and other assistance it provides to Audit Bodies, Fast Forward Member Brands or Stronger Together as part of any audits are true, accurate, complete and up to date, and are not misleading in any way;

6.1.4 review and action any recommendations or outcomes from audits commissioned by Fast Forward Member Brands and carried out by Audit Bodies, with a commitment to continuously improve and provide any necessary remediation to workers;

6.1.5 prominently display any posters provided by the Programme at all of its premises, including for all Suppliers to provide details for workers to report modern slavery and Just Good Work posters to allow workers to access information about their rights, and for Member Brand Confirmed Supply Chain Businesses to display the Fast Forward worker helpline poster;

6.1.6 not act in any manner, or make any statement, which does or may bring the reputation of Stronger Together or the Programme into disrepute; and

6.1.7 collaborate and share information with Stronger Together and Fast Forward Member Brands as set out in clause 7.

6.2 If Stronger Together reasonably believes that the Supplier is failing to comply with any part of clause 6.1 or clause 7, it shall be entitled to either temporarily suspend or permanently terminate the Supplier’s access to its rights under this agreement, including its access to the Supplier Benefits. In such circumstances:

6.2.1 the Supplier shall not be entitled to any refund of any sums paid to Stronger Together pursuant to this agreement; and

6.2.2 the Supplier’s rights pursuant to this agreement shall cease for the duration of the suspension or termination.

7. Collaboration and information sharing

7.1 The Supplier hereby commits to the promotion of improved management of ethical labour standards. The object and effect of this Agreement is to improve ethical labour standards management in Supply Chain Businesses. This Agreement is in no way intended to prevent, restrict or distort competition or affect trade.

7.2 The Supplier acknowledges and agrees that:

7.2.1 Stronger Together, Audit Bodies and Fast Forward Member Brands shall be entitled to share Detailed Audit Information of all audits carried out on the Supplier with Member Brand Customers of the Supplier through the Audit Systems and through any other channels specified by Stronger Together from time to time;

7.2.2 Stronger Together, Audit Bodies and Fast Forward Member Brands shall be entitled to share Limited Audit Information on the Supplier with Member Brand Non-Customers through the Audit Systems and through any other channels specified by Stronger Together from time to time;

7.2.3 Stronger Together shall be entitled to publish to any third party the fact that the Supplier is involved in the Programme and its Supplier Business Information, but shall not publicly disclose any Detailed Audit Information or Limited Audit Information with such third parties other than in accordance with this clause 7.2; and

7.2.4 Fast Forward Member Brands shall be entitled to undertake unannounced audits and site visits of Non-Member Brand Confirmed Supply Chain Businesses’ premises in order to assess ethical labour standards management, and the Supplier shall provide such Fast Forward Member Brands with assistance and access at such visits in accordance with clauses 6.1.2 and 6.1.3.

7.3 Other than the Corrective Action Plan Report which the Supplier will have access to from the Audit Systems, the Supplier shall not disclose any audit information (including Detailed Audit Information and Limited Audit Information) relating to itself or Fast Forward Member Brands or other Supply Chain Businesses to any third party (including to any Fast Forward Member Brand) other than in accordance with this agreement.
7.4 Nothing in this agreement shall prevent Stronger Together, Audit Bodies and/or Fast Forward Member Brands from publishing information and data relating to the Supplier, including audit results, with any third party where such information or data has been anonymised or aggregated or otherwise incorporated into composite data in such a manner that the Supplier cannot be identified from it.

7.5 The Supplier shall discuss, agree and implement a correction/remediation plan in accordance with the audit findings and best practice guidance.

7.6 Stronger Together will have visibility of audit results (including the Detailed Audit Information and Limited Audit Information) carried out on the Supplier through the Programme.

7.7 The Supplier shall indemnify Stronger Together, each Fast Forward Member Brand and each Audit Body for all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Stronger Together, each Fast Forward Member Brand and each Audit Body arising out of or in connection with any breach by the Supplier of this agreement.

8. Limitation of Liability

8.1 Nothing in this agreement shall limit or exclude either party’s liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation, or for any liability which is not lawful to exclude.

8.2 Subject to clauses 7.7 and 8.1, neither party to this agreement shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

8.2.1 any loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill, or for any indirect or consequential loss;

8.2.2 any act or omission of any Fast Forward Member Brand (including any use or disclosure of information (including Detailed Audit Information and Limited Audit Information) by a Fast Forward Member Brand);

8.2.3 any act or omission of any other Supply Chain Business or any business in the supply chain of any other Fast Forward Member Brand;

8.2.4 any act or omission of any Audit Body; and/or

8.2.5 the results of any audit carried out as part of the Programme.

8.3 Subject to clause 8.1, Stronger Together’s total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to a sum equivalent to the total Supplier Fee payable to Stronger Together in the immediately preceding 12 months.

8.4 The Supplier accepts and acknowledges that all assistance given by Stronger Together pursuant to this agreement is meant solely as a tool by which the Supplier can support and improve its own labour standards, and that using the Programme, the Audit System and the Supplier Benefits does not guarantee that the Supplier is compliant with any laws, regulations or guidelines. The Supplier’s compliance with the law and ethical labour standards shall be the sole responsibility of the Supplier, and Stronger Together shall have no liability or responsibility should the Supplier be deemed not to be compliant.

9. Confidentiality

9.1 Both parties agree that, during the term of this Agreement and for a period of five (5) years following its termination, they shall keep confidential, and shall not use or disclose, and shall not permit any of its officers, directors, employees, or agents to use or disclose, without the prior written consent of the other party, any Confidential Information of the other party.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party to this agreement may terminate it with immediate effect by giving written notice to the other party if:

10.1.1 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

10.1.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that the other party’s conduct is inconsistent with them having the intention or ability to give effect to the terms of this agreement;

10.1.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of
a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

10.1.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.2 Without affecting any other right or remedy available to it, Stronger Together may terminate this agreement with immediate effect by giving written notice to the Supplier if:

10.2.1 the Supplier fails to pay any amount due under this agreement on the due date for payment, provided (a) Stronger Together has notified the Supplier of non-payment in writing and the Supplier does not make payment within 5 business days of receipt of such notice; and (b) there is not a bona fide dispute in respect of such payment(s);

10.2.2 the Supplier fails to comply with, or have audits carried out on it in accordance with, the General Regulations;

10.2.3 Stronger Together has reason to believe that the Supplier’s connection to Stronger Together or the Programme could reasonably be deemed to damage its reputation, including if it becomes aware of any use of the Fast Forward Brand outside the terms of this agreement, of any statements or acts which could damage its reputation, or of any pending or actual breaches of civil or criminal law relating to the Supplier or individuals connected to the Supplier.

10.3 Termination or expiry of the Contract for whatever reason shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to payment of the Supplier Fee and any right to claim damages in respect of any breach of this agreement which existed at or before the date of termination or expiry.

10.4 Upon termination or expiry of this agreement:

10.4.1 each party shall:

10.4.1.1 deliver to the other party, or where not reasonably practicable, destroy all documents, materials, passwords and login details which relate to Fast Forward, the Programme and/or the Audit Systems. If a party fails to do so six months after the date of termination, then the other party may enter the party’s premises and take possession of them. Until they have been destroyed or returned, each party shall be solely responsible for the safe keeping of all such documents, materials, passwords and login details and will not use them for any purpose not connected with this agreement;

10.4.1.2 immediately cease all use of the other party’s materials (and in the case of the Supplier this includes the Programme and the Audit Systems);

10.4.1.3 immediately cease all ongoing use of the other party’s Brand;

10.4.1.4 immediately cease to hold itself out as having any connection with the other party, and in the case of the Supplier with Fast Forward or the Programme; and

10.4.1.5 not be entitled to any refunds of sums already paid under this agreement; and

10.4.1.6 promptly pay to Stronger Together all of Stronger Together’s outstanding unpaid invoices and interest and, in respect of Supplier Fee due but for which no invoice has been submitted, Stronger Together may submit an invoice, which shall be payable promptly on receipt; and

10.4.2 all clauses of this agreement that expressly or by implication are intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

11. General

11.1 Save as set out herein (including the rights of Fast Forward Member Brands and Audit Bodies to enforce the indemnity set out in clause 7.7 above), no one other than a party to this agreement shall have any right to enforce any of its terms.

11.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Neither party has entered into the agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made by the first party or any other person) which is not expressly set out in the agreement.

11.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties.

11.4 The Supplier shall not be entitled to assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of Stronger Together.
Stronger Together may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

11.5 Each party shall comply with all applicable laws, including but not limited to, any anti-bribery or anti-slavery, or anti-tax evasion laws insofar as they are applicable to such party.

11.6 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement to the extent that such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days the party not affected may terminate this agreement by giving 14 days’ written notice to the affected party.

11.7 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

11.8 Any notice shall be deemed to have been received:

11.8.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

11.8.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

11.9 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.10 If any term of this agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the agreement and this will not affect the remainder of the agreement which will continue in full force and effect.

12. Dispute Escalation

12.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:

12.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, a manager of Stronger Together and a manager of the Supplier shall attempt in good faith to resolve the Dispute;

12.1.2 if a manager of Stronger Together and a manager of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a director of Stronger Together, or an employee of equivalent executive authority with at least 10 years’ experience and with authority to settle the dispute, and a director of the Supplier, or an employee of equivalent executive authority with at least 10 years’ experience and with authority to settle the dispute, who shall attempt in good faith to resolve it;

12.1.3 if a director of Stronger Together, or an employee of equivalent executive authority with at least 10 years’ experience and with authority to settle the dispute, and a director of the Supplier, or an employee of equivalent executive authority with at least 10 years’ experience and with authority to settle the dispute, are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice; and

12.1.4 unless directed otherwise by the mediator, the mediator’s fees and any costs properly incurred by the mediator relating to the mediation (including any fees and costs of any advisers appointed by the mediator) shall be borne by the parties equally and, unless directed otherwise by the mediator, each party shall bear their own costs in relation to the preparation for and attendance at the hearing.

12.2 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England in accordance with clause 13.

13. Governing Law and Jurisdiction

13.1 This agreement, and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England.
13.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
SCHEDULE 1

Part 1: Supplier Benefits

The annual Supplier Fee covers:

• One training session per year on the Programme’s introductory 3-hour online training course to be attended by one member of the Supplier’s staff.

• Access to the Programme’s webinars (not less than four per year) on key topics.

• Access to training materials aimed at Supply Chain Businesses.

• Access to the Fast Forward website to access guidance, resources and supporting documentation for the Fast Forward audit process.

• Access to the Supplier functionality in the Audit Systems.

• Ability to go through a Fast Forward Audit (only when commissioned by a Fast Forward Member Brand)

• At least one new guidance brief or resource per month such as template policies, procedures and checklists.

• Access to the Biannual Fast Forward Supplier Forums.

• Monthly newsletter and industry updates.

Part 2: Supplier Fee

The Supplier Fee is £285 per annum.