



Rugby Football Union
Rugby House, Twickenham Stadium
200 Whitton Road, Twickenham TW2 7BA
T: 0871 222 2120 F: 020 8892 9816
englandrugby.com

To whom it may concern,

NEW SUPPLIER INFORMATION

As a potential new supplier to the Rugby Football Union (RFU), I wanted to make you aware of our purchasing policy, terms and conditions and some key steps to undertake to enable your company to join our supply base.

Supplier registration and bank account details

Please follow the supplier portal web link that should have been forwarded along with this letter to register contact and bank details. Please ensure you include some documentation from your bank as **proof of bank account details** before you submit the request.

Instructions for completing this process should also have been sent with this link.

Supplier Code of Conduct

It is our policy to conduct every aspect of our business with honesty, integrity and openness, respecting human rights and the interests of our employees, customers and third parties. We expect our suppliers to adopt similar standards. The introduction of the Modern Slavery Act 2015 has created a requirement for us to confirm our supply chain operates in accordance to the law.

Our Supplier Code of Conduct is attached in Appendix 2. You must confirm that you have read and understood this Code. If you feel that you cannot support the principles in this code, you must advise us immediately.

Please sign and return this document. Please also complete the Modern Slavery Supplier Checklist in Appendix 3.

Terms and Conditions of Supply

Appendix 4 contains the purchasing Terms & Conditions for both the RFU and RFDL business units for your records. These will form the Terms & Conditions of supply unless other contractual forms are agreed before supply commences.

RFU Purchase Orders

All goods or services provided will require a PO number which must be provided by the RFU at the point of placing an order. Please ensure that you do not accept any order or booking without a PO number as this will delay invoice processing and payment.

Invoicing

Invoices should be raised promptly, quoting the relevant PO number and sent electronically in PDF format to:

purchasledger@rfu.com

Key requirements:

- All invoices must be clear and legible
- Invoices must contain all information listed in Appendix 1 of this document
- The PO number must be clearly displayed (not written) on the invoice
- One invoice per PDF document
- One PO number per invoice

Any invoices received without a valid PO number will be returned unprocessed.

Payment

Our standard payment terms are 30 days from date of invoice.

The RFU will only make payments by BACS transfer (Bank Automated Clearing System). Bank account details will be required on supplier set up and you may be required to verify this information.

Requests to amend existing bank account details:

- will only be accepted by post or email
- must be on company headed paper,
- will be verified by our Purchase Ledger Team.

Changes will not be made using information provided on invoices or credit notes.

Any payment enquiries should be directed to plqueries@rfu.com

Please register online and upload your completed documents through the new supplier portal. If you have any questions please don't hesitate to send to your RFU Contact.

Yours sincerely



Scott Hopkins, Financial Controller, RFU



Simon Oldcorn, Group Procurement Manager, RFU

Appendix 1: Invoice Format

The following information requirements are mandatory and must be quoted in order for your invoice or credit note to be processed for payment. If they do not contain the required information they will be returned for a new invoice to be raised in line with our requirements.

- PO Number – we do not accept invoices referencing multiple Purchase Orders, please ensure each invoice has only one Purchase Order quoted.
- Supplier name and address including postcode
- Invoice address in full which must be, Rugby Football Union, 200 Whitton Road, Twickenham, TW2 7BA
- Delivery address if applicable
- RFU contact name, wherever possible
- Invoice number and date
- Supplier telephone number and email address for queries
- A full description of the goods/services supplied
- The quantity delivered
- Prices and discounts that match the values on the quoted purchase order as applicable
- VAT Registration number if applicable (including 2-letter country prefix)
- UTR Reference number for self-employed suppliers
- Credit notes should quote the related invoice number

Appendix 2: Suppliers' Code of Conduct

The Suppliers' Code of Conduct sets out the standards that the RFU expects its suppliers to adopt in relation to their business practices and value chains. It is our policy to conduct every aspect of our business with honesty, integrity and openness. This approach to business is in line with our values of Teamwork, Respect, Enjoyment, Discipline and Sportsmanship. Our definition of these values can be found in Appendix 4 of this document.

This Code of Conduct has aligned our values to standards that are important within a robust and sustainable supply chain e.g. Business Ethics, Labour practices, Sustainability, Health and Safety and Commitment to the Environment. We expect our suppliers to adopt similar standards within their operations and own supply chains.

In agreeing to become a supplier to the RFU, you must confirm that you have read and understood this Code by signing and returning a copy of this Code of Conduct to us. If you feel that you cannot support the principles in this code, you must alert us immediately.

TEAMWORK We expect our suppliers to uphold the rights of their workers in accordance with all legal requirements. Employees should be free to choose to work for the employer and to join trade unions and other representative functions in accordance with local laws. Wages need to be proportionate to the work executed, and should be in accordance with relevant local laws. Child labour, people trafficking and any form of slavery are not acceptable in any circumstances. In accordance with the Modern Slavery Act 2015 it is imperative that these standards are in place across the entire supply chain and we request our suppliers duly ensure that these standards are met throughout their own supply chains as well. By signing this Code of Conduct you hereby undertake and warrant that you comply with the requirements of the Modern Slavery Act 2015.

RESPECT Our suppliers must not only uphold the law regarding the environment, but must endeavor to use environmentally sound processes, which should include managing and limiting waste as much as possible. Recycling practices should be employed.

ENJOYMENT The Procurement process and policy is designed to ensure that each and every sourcing decision is optimised with regard to the quality of supply and value. Every pound we save can go towards the further development of the game of rugby in England. We expect our suppliers to work with us and help identify more cost efficient solutions and approaches that drive investment into the game of rugby.

DISCIPLINE Suppliers should uphold the highest standards of integrity, transparency and governance. All suppliers must comply with all relevant laws and regulation, including, but not limited to, the UK Bribery Act 2010. Suppliers must not take part in any form of bribery or corruption, and must not be associated with any group that supports acts of violence, terrorism or discrimination.

SPORTSMANSHIP Suppliers should maintain a healthy and safe working environment for their workers. This includes providing safe and hygienic working conditions, appropriate training, safety equipment and ensuring that injury and illness because of work are prevented. Workers should be encouraged to raise safety concerns with their employer. Emergency and response procedures should be in place setting out clearly the action to be taken in the event of an emergency.

We ask all our suppliers with whom we contract to confirm that they have read and understood the expectations contained within this code.

Signed.....

Date.....

Company.....

Position.....

Appendix 3: Modern Day Slavery Checklist

Modern Slavery Act 2015 - Supplier Checklist

COMPANY NAME: (“Company”)

1.	Do you currently have a program to ensure that human trafficking and slavery do not exist in your operations and supply chain?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe your program and provide any supporting documentation:
2.	i. Do you currently conduct independent, unannounced audits of your operations and suppliers?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please explain, and/or provide detail dates of the last time you inspected the factories of your operations and your suppliers:
	ii. Are your audits based on company standards for suppliers that include clauses on slavery and human trafficking?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please explain:
	iii. Have you set out consequences/a recommendation programme for supplier non-compliance with said standards?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please explain:
3.	Do you require your direct suppliers to certify all materials incorporated into your final product were sourced, processed and manufactured in compliance with the human trafficking and slavery laws of the country or countries in which they operate?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please explain:
4.	Have your management employees, particularly those in charge of supply chain management, been trained to understand what slavery and human trafficking are and how to mitigate the risk of them in their respective supply chains?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please explain:
5.	Have you identified any issues with slavery, human trafficking and forced labour within you organisation within the past 5 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please explain:

6.	Please confirm that you are paying your staff in accordance with any applicable minimum wage legislation which may be in place in their country of residence.	<input type="checkbox"/> Yes <input type="checkbox"/> No Please explain:
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I confirm that all details provided in this form are true and accurate.

Signed

For and on behalf of the Company

Appendix 4: Terms and Conditions of supply

1. **ACCEPTANCE**
Unless other terms and conditions are expressly accepted by the RFU by means of a specific written amendment hereto signed by an authorised official of the RFU, the contract will be on the terms and conditions set out below and overleaf ("the Contract Terms") to the exclusion of any other terms and conditions (except those implied by in favour of the RFU which are not inconsistent with the Contract Terms) whether or not the same are endorsed upon, delivered or sent by the Supplier to the RFU. Any reference overleaf to the Supplier's quotation, specification or like document will not be deemed to imply that any terms or conditions endorsed upon delivered with or referred to in such quotation specification or like document will have effect in the exclusion or amendment of the Contract Terms.
2. **DEFINITIONS**
The term RFU means the Rugby Football Union and the term Supplier means the individual(s) or corporate body to whom the purchase order is addressed.
3. **SUPPLY OF GOODS OR SERVICES**
Time shall be of the essence in relation to the supply of goods or performance of services by the Supplier. The Supplier shall not be liable for any delay or failure to supply goods or services arising from act of God, war, flood, civil commotion, embargo or act of state on condition that it notifies the RFU of such circumstances promptly and offers to supply on the same terms when such circumstances have passed.
4. **PRICE**
The price shall be the price specified or referred to overleaf which shall be binding on the Supplier until completion of the order or unless otherwise agreed in writing. Value Added Tax if applicable, is to be charged at the current rate of the Tax Point.
5. **PAYMENT**
Payment for goods supplied (the "Goods" which term includes any of them or part of them) and services performed under the Contract will be made against invoices. Each invoice must contain full particulars of the Goods to which it relates and must be sent to the address stated on the heading overleaf. Payment for each invoice will be made at the end of the month following the month in which the invoice is received by the RFU.
6. **DELIVERY**
 - 6.1 Transit and off-loading shall be at the Supplier's risk and no charges for packing, carriage or insurance will be allowed unless specified overleaf.
 - 6.2 Unless otherwise agreed in writing the Goods are to be delivered carriage-paid to the address designated by the RFU. The RFU reserves the right to make alternative delivery arrangements and to claim an allowance equal to any carriage charge saved.
 - 6.3 All Goods must be delivered to the address by the RFU during normal working hours and until delivery to such address will be at the Supplier's risk in all respects. Unless the RFU expressly otherwise agrees in writing containers and packing must be supplied free but will be returned if required at the Supplier's risk and expense.
 - 6.4 All Goods must be accompanied by a detailed Delivery Note stating the RFU Purchase Order number and giving full particulars of the Goods supplied.
 - 6.5 No Goods supplied or work done under the Contract earlier than the date for delivery set out on the Purchase Order or in any delivery schedule will be accepted or paid for unless the RFU notifies the Supplier in writing of its intention to accept the same.
 - 6.6 Any Goods referred to in the preceding sub-clause which are not accepted by the RFU will remain at the Supplier's risk and the RFU may return the same to the Supplier at the Supplier's risk and expense.
7. **INSPECTION**
 - 7.1 All Goods supplied under the Contract shall be received subject to the RFU's right of inspection. If such Goods or any part or parts thereof are found to be defective in material or workmanship or do not otherwise accord with the RFU's written specifications or the samples provided, then the RFU shall have the right to reject and return such defective Goods at the Supplier's expense and no replacement or substitution thereof shall be made without the RFU's written authorisation. All payments will be made without prejudice to the RFU's rights should the Goods prove unsatisfactory or not in accordance with the RFU's written specification or the samples provided.
 - 7.2 The Supplier agrees that the RFU or any person authorised to act on its behalf may verify or source that the Goods conform to the RFU's written specification or the samples provided.
8. **ALTERATIONS**
The RFU may at any time by notice in writing make changes relation the contract including alterations to the drawings, designs or specifications applicable to the Goods or services supplied hereunder. If any such alterations shall affect the cost of manufacturing such Goods or the cost of furnishing such services written notices thereof shall be given to the RFU immediately and the Supplier must have written approval from the RFU before proceeding with such charges.
9. **PROPERTY AND RISK**
 - 9.1 The property and risk in the Goods will pass to the RFU at the time and place of delivery unless otherwise specifically agreed.
 - 9.2 Where an advance payment or progress payment is made by the RFU the property but not the risk in any materials purchased or allocated by the Supplier for the purpose of this Contract shall immediately vest in the RFU.
10. **OWNERSHIP**
 - 10.1 Tooling
 - 10.1.1 Invoices for equipment known as "Tooling" e.g. dies, jacquards, patterns etc used in the manufacture of Goods whether to be paid for in whole or in part by the RFU shall be rendered separately. Payment of such invoices will not be authorised until the RFU approves the quality of samples produced from Tooling.
 - 10.1.2 Tooling which is paid for by the RFU in whole or in part shall at all times be the property of the RFU. If the Tooling is to remain on the Supplier's premises for the duration of the Contract the Supplier will ensure that it is kept securely in good condition, adequately protected and insured against all risks.
 - 10.1.3 At the termination of the Contract Tooling will be delivered at the Supplier's expense to the RFU's premises or as the RFU shall direct. The Supplier shall not dispose of, use, transfer or otherwise encumber the Tooling without the prior written consent of the RFU.
 - 10.1.4 No Tooling, drawing, data or intellectual property supplied by the RFU to the Supplier for use in the production of Goods or performance of services for RFU shall be used in the production of any other goods without the prior written consent of the RFU.
 - 10.2 Negatives and free issue materials
All negatives, photographs and other goods supplied by the RFU to Supplier for the purpose of manufacture, processing, repair or storage shall not be removed from the Supplier's premises without the written instruction of the RFU except for the purpose of fulfilling the Contract.
 - 10.3 The RFU's goods
 - 10.3.1 Any dies, tools, patterns, equipment, negatives, data or goods supplied by the RFU to the Supplier referred to below are herein referred to as "the RFU's goods".
 - 10.3.2 The property in the RFU's goods shall remain in the RFU who may retake possession of thereof at any time without notice. The Supplier shall keep the RFU's goods separate and apart from all property of other persons and shall clearly mark the RFU's goods "Property of the RFU".
 - 10.3.3 The RFU is granted irrevocable authority to enter the Seller premises or other premises where the RFU goods are located by its employees or its agents to take possession of the RFU goods and (if necessary) to dismantle the RFU's goods from anything to which they are attached.
 - 10.3.4 The Supplier agrees to indemnify the RFU against any loss or damage to the RFU's goods whilst they are on the Supplier's premises. The Supplier agrees to insure such goods with a reputable insurance company against loss or damage arising from any cause whatsoever and shall produce to the RFU on demand the policies of such insurance and the receipts for premiums paid thereon.
 - 10.3.5 The Supplier shall keep the RFU's goods free of all mortgages, charges, liens or other encumbrances and will ensure that any claim over the RFU's goods is discharged forthwith.
 - 10.3.6 The Supplier will promptly pay to the RFU on demand the full replacement value of any of the RFU's goods which are not returned to the RFU on demand or otherwise satisfactorily accounted for.
11. **EXCLUSIVE MANUFACTURE**
 - 11.1 The Supplier will not during the period of the Contract or at any time thereafter
 - 11.1.1 manufacture or procure to be manufactured for any person or company other than the RFU any goods designs or specifications originated or owned by the RFU.
 - 11.1.2 disclose to any person or company any manufacturing process, design, negative, engineering drawing or data, information or any other trade secret of whatever nature to the RFU or the Goods or services being supplied to the RFU under the Contract provided always that this restriction shall not apply to any information either which at the time of disclosure is in the public domain or which becomes public after disclosures otherwise than through the actions of the RFU or which the Seller can show by satisfactory proof to have been in its possession prior to disclosure hereunder.
 - 11.2 The Contract shall be performed by the Supplier personally and no part of it may be assigned, sub-let or sub-contracted by the Supplier without prior permission from the RFU.
12. **PATENTS AND DESIGNS**
The Supplier warrants that the sale or use of Goods pursuant to the Contract will not infringe any Patent, Registered Design, Industrial Design, Design Right, Topography Right, Trade Mark or Trade Name or other protected right in any country and undertakes to indemnify the RFU against all judgements, decrees, orders, damages, costs and expenses arising from actual or alleged infringement of the same.
13. **RIGHT TO TERMINATE**
The RFU shall be entitled to terminate the Contract without liability to the Supplier and without prejudice to the RFU's other rights in any of the following circumstances:-
 - 13.1 The Supplier fails to deliver the Goods on the date designated overleaf or in any delivery schedule time being of the essence.
 - 13.2 Notwithstanding any guarantee given by the Supplier the quality of Goods supplied by the Supplier either in performance of the Contract or as a sample is such that they do not conform to specification drawings, samples or other descriptions or they are unfit for the purpose intended or that they are unmerchantable or defective in material or workmanship.
 - 13.3 The Supplier has had a bankruptcy order made against him or has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or has suffered or allowed any execution whether legal or equitable to be levied on his property or obtained against him (or being a body corporate) has convened a meeting of creditors (whether formal or informal) or has entered into liquidation whether voluntary or compulsory (except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation) or has a receiver manager administrative receiver or administrator appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any Court for the winding up of the Supplier or any proceedings have been commenced relating to the insolvency or possible insolvency of the Supplier.
 - 13.4 Any breach by the Supplier of a term of this Contract.

14. PAYMENTS ON TERMINATION

- 14.1 The RFU may at any time given written notice to the Supplier to terminate the Contract forthwith and at such event the RFU shall pay and the Supplier shall accept in settlement of all claims under the Contract such a sum as shall reasonably compensate the Supplier for work done and raw materials received and paid by the Supplier in and for the performance of the Contract prior to termination.
- 14.2 The provisions of Clause 14.1 shall not apply if the contract is terminated by the RFU pursuant to Clause 13.

15. GUARANTEE AND INDEMNITY

- 15.1 Without prejudice to the RFU's rights under any conditions warranty or other term implied herein by statute or by Common Law or under any terms of the Contract, the Supplier will be liable to the RFU and indemnify and keep the RFU indemnified against any liability, claim, cost (on a full indemnity basis), proceeding, loss or damage.
- 15.1.1 caused by any defect in any Goods supplied or work done by the Supplier or by their not complying with the appropriate specification set out on the purchase order or any sample provided.
- 15.1.2 in the event of delays, defaults or non-deliveries arising other than as a result of negligence on the part of the RFU caused by any increase in the cost of raw materials, labour transportation, or any other item in connection with the Goods which would not have occurred but for such delay, default or non-delivery.
- 15.1.3 incurred by the RFU under contracts entered into by the RFU the performance of which has been delayed or rendered impossible by the Supplier's breach of its obligations hereunder.
- 15.1.4 arising directly or indirectly out of any breach by the Supplier of this Contract.
- Any sums expended by the RFU so caused or arising shall be re-imbursed to the RFU by the Supplier on demand.
- 15.2 In connection with any liability claim proceeding loss or damage under this Clause the Supplier must provide all such facilities assistance or advice as the RFU may request for the purpose of contesting the same and further must, if so requested by the RFU, accept as final and binding the decision of any Court (whether in the United Kingdom or anywhere else in the world) in relation to the same.
- 15.3 The Supplier consents to the RFU transferring any guarantee or similar rights given by the Supplier to the RFU in relation to the Goods or services supplied to any other person or company to whom the RFU sells hires or disposes of such Goods or services to the extent that such guarantee or similar right may be enforced against the Supplier not only by the RFU, but also by any person or company claiming through the RFU.

16. ADVERTISING

The Supplier will not without first obtaining the written consent of the RFU to any whatsoever advertise or publish the fact that the Supplier has contracted to supply to the RFU the Goods or services herein mentioned.

17. HEALTH AND SAFETY AND QUALITY ASSURANCE

- 17.1 Any Goods or services supplied (Goods to include plant, machinery, chemicals, electrical equipment, contractors' supplies and personal protective clothing/equipment) under the Contract shall be so formulated designed constructed finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use maintenance and repair with any necessary warning notices clearly displayed. These goods must comply with all relevant Health and Safety legislation, EC directives and RFU Codes of Practice.
- 17.2 In respect of all Goods supplied the Supplier will nominate or observe quality control and supplier quality assurance standards in accordance with the requirements of the RFU, its customers, relevant British and European Standards, statute and regulatory bodies.
- 17.3 The Supplier will maintain detailed quality control and manufacturing records for the period of at least 12 years from the date of supply of Goods or services.
- 17.4 It is the responsibility of the Supplier to acquaint itself with the purposes for which the Goods or services supplied are to be used.

18. BLANKET ORDERS

- 18.1 Where the RFU places and the Supplier accepts a blanket order the Supplier binds itself to supply such of the RFU's requirements for the Goods or services as the RFU may from time to time specify in Delivery Schedules and the RFU agrees, subject to these terms and conditions, to pay for the Goods and services supplied. Until the receipt of a Delivery Schedule the Supplier is not authorised to commence the manufacture or production of the Goods.
- 18.2 If the Supplier fails to accept and comply with the Delivery Schedule submitted by the RFU the Supplier will be deemed to be in breach of these terms and conditions and will pay to the RFU as damages for the breach all costs and expenses incurred by the RFU as a result thereof including but not limited to all sums expended by the RFU in securing an alternative supplier for the Goods and services to satisfy the RFU's future requirements (including any sums expended by reason of any increase in the price).

19. GENERAL

- 19.1 Failure by the RFU to enforce any of the Contract Terms will not be construed as a waiver of its rights.
- 19.2 Where the Supplier is aware expressly or by implication that the Goods and services are required to enable the RFU to fulfil a contract this contract will be deemed to be made subject to the contract conditions between the RFU and the other parties to the contract.
- 19.3 This Contract will be construed and operate in accordance with English Law. The Supplier hereby submits himself to the jurisdiction of the English Courts to which all disputes relating to this Contract will be referred.
- 19.4 Failure to comply with any of the Contract Terms may delay payment. Such delay will not however, affect the RFU's rights to any cash-discount to be allowed on the price of Goods supplied under the Contract.
- 19.5 The Supplier will provide the RFU with any documentation including invoices, advices/delivery notes/statements etc that it may from time to time specify.

Appendix 5: RFU Core Values

TEAMWORK Teamwork is essential to our sport. We welcome all new team members and include all because working as a team enriches our lives. We play selflessly: working for the team, not for ourselves alone, both on and off the field. We take pride in our team, rely on one another and understand that each player has a part to play. We speak out if our team or sport is threatened by inappropriate words or actions.

RESPECT Mutual respect forms the basis of our sport. We hold in high esteem our sport, its values and traditions and earn the respect of others in the way we behave. We respect our match officials and accept our decisions. We respect opposition players and supporters. We value our coaches and those who run our clubs and treat clubhouses with consideration.

ENJOYMENT Enjoyment is the reason we play and support rugby union. We encourage players to enjoy training and playing. We use our sport to adopt a healthy lifestyle and build life skills. We safeguard our young players and help them have fun. We enjoy being part of a team and part of the rugby family.

DISCIPLINE Strong discipline underpins our sport. We ensure that our sport is one of controlled physical endeavour and that we are honest and fair. We obey the laws of the game which ensure an inclusive and exciting global sport. We support our disciplinary system, which protects our sport and upholds its values. We observe the sport's laws and regulations and report serious breaches.

SPORTSMANSHIP Sportsmanship is the foundation upon which rugby union is built. We uphold the rugby tradition of camaraderie with teammates and opposition. We observe fair play both on and off the pitch and are generous in victory and dignified in defeat. We play to win but not at all costs and recognise both endeavour and achievement. We ensure that the wellbeing and development of individual players is central to all rugby activity.