



Terms and Conditions of Contract for Supply of Goods and Services

1. Interpretation

1.1 In these terms and conditions:

“Contract”	means the contract between (i) St Helens Borough Council and (ii) the Supplier constituted by these terms	“EIR”	means the Environmental Impact Regulations 2004
“Charges”	means the charges for the Services as specified in the Order;	“FOIA”	means the Freedom of Information Act 2000
“Confidential Information”	means all information, whether written or oral, provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered to be confidential;	“Goods”	the goods (or any part of them) set out in the Order
“Council”	means the St Helens Borough Council and any statutory authority which may succeed or replace the Council in the exercise of its statutory function	“Order”	means the Council's order for the supply of Goods and/or Services, as set out in the Council's order form/award letter
“Data Protection Legislation”	means (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the General Data Protection Regulations (GDPR), the Law Enforcement Directive (LED) and any applicable national implementing Laws as amended from time to time; (iii) all applicable Law about the processing of personal data and privacy	“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Council pursuant to or in connection with this Contract;
“Deliver”	means the handing over of the Goods to the Council at the address and on the date specified in the Order, which shall include unloading of the Goods by the Supplier and the signature of acceptance from the Council. Delivered and Delivery shall be construed accordingly	“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Documentation”	means the Invitation to Tender, the Suppliers Submission and such other relevant documentation which has been provided to the Supplier by the Council during the Tender Exercise, or where no Tender exercise has been completed the Specification along with the Order.	“Services”	means the services to be supplied by the Supplier to the Council under the Contract;
		“Specification”	means the specification for the Goods/Services (including as to quantity, description and quality) as specified in the Documentation;
		“Staff”	means all directors, officers, employees, agents, consultants and Suppliers of the Supplier and/or of any sub-Supplier of the Supplier engaged in the performance of the Supplier's obligations under the Contract;

2 Basis of Contract

- 2.1 The Order constitutes an offer by the Council to purchase Goods and/or Services from the Supplier in accordance with these Conditions
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order, at which point, and on which date, the Contract shall come into existence (**Commencement Date**)
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing

3 Term

- 3.1 The Contract shall take effect on the Commencement Date and shall expire on the date set out in the Order, unless it is otherwise extended in accordance with an option to extend contained in the Order (in which case the terms and conditions of the Contract shall apply throughout any such extended period) or terminated in accordance with the terms and conditions of the Contract.

4 Supply of Services (where applicable)

- 4.1 In consideration of the Council's agreement to pay the Charges, the Supplier shall supply the Services to the Council for the Term subject to and in accordance with these terms and conditions.
- 4.2 In supplying the Services, the Supplier shall:
 - 4.2.1 meet any performance dates for the Services specified in the Order or notified to the Supplier by the Council
 - 4.2.2 co-operate with the Council in all matters relating to the Services and comply with the Council's reasonable instructions;
 - 4.2.3 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade and where applicable maintain accreditation with the relevant industry quality standards authorisation body
 - 4.2.4 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 4.2.5 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 4.2.6 ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require to enable it to carry out its obligations in respect of the Services
 - 4.2.7 ensure that all Staff are vetted in accordance with staff vetting procedures that accord with good industry practice in the Supplier's industry or as otherwise specified by the Council in the Documentation
 - 4.2.8 provide all equipment, tools and vehicles and other items as are required to provide the Services;
 - 4.2.9 ensure that all Staff comply with all Council policies including those that apply to persons who are allowed access to the premises and any rules, regulations and requirements reasonably specified by the Council.
 - 4.2.10 ensure all goods and materials supplied and used in the Services or transferred to the Council, will be the best of their kind and free from defects in workmanship, installation and design
 - 4.2.11 comply with all applicable laws and regulations;
- 4.3 The Council shall be at liberty to reject any Services if the Supplier has not complied with the provisions of clause 4.2 and without limiting its other rights or remedies may exercise any of the following rights:
 - 4.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 4.3.2 to require the Supplier to reperform the rejected Services, or to provide a full refund of the Charges for the rejected Services
 - 4.3.3 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 4.3.4 to recover from the Supplier any costs incurred by the Council in obtaining substitute Services from a third party;
 - 4.3.5 to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to comply with this Contract

5 Supply of Goods (where applicable)

- 5.1 In consideration of the Council's Contract to pay the Charges, the Supplier shall supply the Goods to the Council subject to and in accordance with the terms and conditions
- 5.2 In supplying the Goods, the Supplier shall co-operate with the Council in all matters relating to the supply of Goods and comply with the Council's reasonable instructions.

- 5.3 The Supplier undertakes that the Goods supplied under the Contract shall:
- 5.3.1 conform with the any specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
 - 5.3.2 be free from defects (manifest or latent), in materials, workmanship and design and remain so for 12 months after Delivery;
 - 5.3.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Council, expressly or by implication, and in this respect the Council relies on the Supplier's skill and judgment and the Supplier acknowledges and agrees that the approval by the Council of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause.
 - 5.3.4 comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - 5.3.5 obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require to enable it to carry out its obligations in respect of the Goods
 - 5.3.6 comply with all applicable laws and regulations;
- 5.4 The Supplier shall Deliver the Goods
- 5.4.1 on the date specified in the Order or, if no such date is specified, then within seven days of the date of the Order;
 - 5.4.2 to the address set out in the Order or as instructed by the Council before Delivery (**Delivery Address**)
 - 5.4.3 during the Council's normal hours of business on a business day, unless otherwise instructed by the Council.
- 5.5 The Supplier shall ensure that:
- 5.5.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition including any requirements for marking in respect of hazardous, dangerous or noxious substances;
 - 5.5.2 each Delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be Delivered
 - 5.5.3 if the Supplier requires the Council to return any packaging material for the Goods to the Supplier, that fact must be clearly stated on the delivery note and such packaging shall only be returned at the cost of the Supplier.
- 5.6 The Council shall have the right to inspect and test the Goods at any time before Delivery and where the Council considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings under this clause, the Council shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 5.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Council shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5.8 The Supplier warrants that:
- 5.8.1 it has full clear and unencumbered title to all the Goods;
 - 5.8.2 at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and Deliver all of the Goods to the Council.
 - 5.8.3 on Delivery, title and risk in the Goods shall transfer to the Council
- 5.9 The Council shall be at liberty to reject any Goods if the Supplier has not complied with the provisions of this clause and without limiting its other rights or remedies may exercise any of the following rights:
- 5.9.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 5.9.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 5.9.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 5.9.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 5.9.5 to recover from the Supplier any expenditure incurred by the Council in obtaining substitute goods from a third party; and
 - 5.9.6 to claim damages for any additional costs, loss or expenses incurred by the Council arising from the Supplier's failure to supply Goods in accordance with this clause.

6 Charges, Payment and Recovery of Sums Due

- 6.1 The Charges for the Goods/Services shall be as set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services.
- 6.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Council shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods/Services.
- 6.3 Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including the relevant Order number (where applicable) and a breakdown of the Goods/Services provided in the invoice period.
- 6.4 In consideration of the supply of the Goods/Services by the Supplier, the Council shall pay the Supplier the invoiced amounts no later than 30 days after receipt provided that the invoice is undisputed. The Council may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 6.5 If there is a dispute between the Parties as to the amount invoiced, the Council shall pay the undisputed amount. The Supplier shall not suspend the supply of the Goods/Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 18.
- 6.6 If any sum of money is recoverable from or payable by the Supplier under the Contract, that sum may be deducted unilaterally by the Council from any sum then due, or which may come due, to the Supplier under the Contract or under any other Contract or contract with the Council. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Council in order to justify withholding any such amount in whole or in part.

7 Assignment and sub-contracting

- 7.1 The Supplier shall not without the written consent of the Council assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. The Council may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal.
- 7.2 Where the Council has consented to the placing of sub-contracts, the Supplier shall, at the request of the Council, send copies of each sub-contract, to the Council as soon as is reasonably practicable
- 7.3 The Supplier shall be responsible for the acts and omissions of its sub-contractors as if those acts and omissions were its own.
- 7.4 The Council may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

8 Intellectual Property Rights

- 8.1 All intellectual property rights in any materials provided by the Council to the Supplier for the purposes of this Contract shall remain the property of the Council and may be used by the Supplier for the sole purpose of enabling the Supplier to perform its obligations under the Contract. All such materials must be returned by the Supplier to the Council at the expiry or termination of this Contract
- 8.2 The Supplier grants the Council, or shall procure the direct grant to the Council of, a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) of the Supplier's or any third party intellectual property as required for the purpose of receiving and using the Goods and/or Service
- 8.3 The Supplier shall indemnify, and keep indemnified, the Council in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Council as a result of or in connection with any claim made against the Council for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

9 Monitoring and Records

- 9.1 The Supplier shall (where applicable):
- 9.1.1 attend progress meetings with the Council at the frequency and times specified by the Council and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 9.1.2 submit progress reports to the Council at the times and in the format specified by the Council.
- 9.2 The Supplier shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods/Services supplied under it and all payments made by the Council. The Supplier shall on request afford the Council or the Council's representatives such access to those records as may be reasonably requested by the Council in connection with the Contract.

10 Prevention of Fraud and Corruption

- 10.1 The Supplier shall not, and shall procure that Staff shall not in connection with this Contract;
- 10.1.1 Directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity
 - 10.1.2 Directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in relation to this Contract
 - 10.1.3 Commit any offence under the Bribery Act 2010 or any subsequent legislation, or under legislation creating offences concerning fraudulent acts, or at common law concerning fraudulent acts relating to this or any other Contract with the Council or defraud, attempt to defraud or conspire to defraud the Council.
- 10.2 The Council may terminate this Contract by written notice with immediate effect if the Supplier or any Supplier Staff (whether or not with the Supplier's knowledge) breach clause 10.1 and recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of this clause

11 Confidentiality, Transparency and Publicity

- 11.1 Each Party shall treat all Confidential Information it receives as confidential, safeguard it accordingly and shall not use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Contract except as expressly permitted by clause 11.211.1
- 11.2 A Party may disclose Confidential Information where:
- 11.2.1 disclosure is required by applicable law or by a court of competent jurisdiction;
 - 11.2.2 to its auditors or for the purposes of regulatory requirements;
 - 11.2.3 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11 shall observe the Supplier's confidentiality obligations under the Contract; and
 - 11.2.4 where the receiving Party is the Council; on a confidential basis to the employees, agents, consultants and Suppliers of the Council or to any other Central Government Body or to the extent that the Council (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.
- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and the Supplier gives its consent for the Council to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any variations to the Contract agreed from time to time.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 ("EIR") and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and the EIR;
 - 12.1.2 transfer to the Council all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Council.
- 12.2 Where the Supplier feels that disclosure of information contained within this Contract is likely to be prejudicial to commercial interest or a trade secret and therefore should not be disclosed, the Supplier must provide a written schedule of that information to the Council.
- 12.3 The Council shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice of any disclosure, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.4 Notwithstanding any other provision in the Contract including clause 12.2 above, the Council shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the EIR

13 Processing Personal Data

- 13.1 The Parties undertake that they shall each comply with their respective obligations under the Data Protection Legislation and must assist each other as necessary to enable each other to comply with these obligations.
- 13.2 Notwithstanding the general obligations of clause 13.1 the Supplier shall
- 13.2.1 provide the Council with such information as the Council may require to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation promptly and in any event within 5 Business Days;
 - 13.2.2 promptly notify the Council of any breach of the security measures required to be put in place pursuant to this clause
 - 13.2.3 ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of any of its obligations under the Data Protection Legislation;
 - 13.2.4 notify the Council when any Data Subject Access Request is received relating to data for which the Council is the Controller
- 13.3 Where the Contract involves the processing of Personal Data where one party is the Data Controller and the other party is the Data Processor as defined by the GDPR, the Parties shall enter into a separate written Contract detailing the processing activities and the terms contained within Schedule 2 shall apply
- 13.4 Where both parties act as Data Controllers the parties shall, where appropriate, enter into a Data Sharing Contract in respect of the data.

14 Indemnity

- 14.1 Without prejudice to any rights or remedies of the Council, the Supplier shall indemnify the Council in full against all actions, demands, liabilities, costs, expenses, damages and losses (whether direct or indirect) suffered or incurred by the Council in connection with any claim made against the Council by a third party arising out of, or in connection with, the supply, use or provision of the Goods/Services except to the extent that it is caused by the negligence or wilful misconduct of the Council. Nothing in this clause shall restrict or limit the Council's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.

15 Insurance

- 15.1 The Supplier shall at its own cost, effect and maintain with a reputable insurance company a policy or policies of insurance as necessary to cover the risks and or liabilities that may arise under or in connection with the Contract, providing cover at the following levels unless otherwise specified by the Council in the Documentation
- 15.1.1 Product liability insurance (£10 million);
 - 15.1.2 Public liability insurance (£10 million);
 - 15.1.3 Employers liability insurance (£10 million); and
 - 15.1.4 Professional indemnity insurance (£2 million),
- 15.2 The Supplier shall on the Council's request provide copies of such insurance policies to the Council

16 Termination

- 16.1 Without prejudice to any other right or remedy it might have, the Council may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:
- 16.1.1 is in material breach of any obligation under the Contract which is not capable of remedy;
 - 16.1.2 repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - 16.1.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.1.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.1.5 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.1.5) in consequence of debt in any jurisdiction; or
 - 16.1.6 fails to comply with any legal obligations
 - 16.1.7 engages in any fire and rehire practice in respect (any) of its employees, or the Council becomes aware that it has previously engaged in such practice prior to the award of the Contract

- 16.2 Should the Contract be terminated under clause 16.1 above, the Council reserves the right to make good the default and recover from the Supplier any additional costs incurred in completing the contract to the original specification
- 16.3 Notwithstanding clause 16.1 the Council shall be entitled to terminate the Contract at any time by giving the Supplier not less than 30 days' notice in writing to that effect
- 16.4 The Supplier may terminate the Contract by written notice to the Council if the Council has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause or any other provision of the Contract that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Contract, the Supplier shall:
- 16.6.1 if so requested by the Council, provide all assistance reasonably required by the Council to facilitate the smooth transition of the Services to the Council or any replacement supplier appointed by it including any assistance set out in the Specification
 - 16.6.2 return all requested documents, information and data to the Council as soon as reasonably practicable

17 The Public Contracts Regulations 2015 (where applicable)

- 17.1 The Council reserves the right to terminate the Contract where:
- 17.1.1 the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations 2015;
 - 17.1.2 the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
 - 17.1.3 the contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of TFEU.

18 Dispute Resolution

- 18.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 18.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 18.1, either Party may exercise any remedy it has under applicable law.

19 Force Majeure

- 19.1 Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected including an act of god, war, protest, fire, flood, storm, tempest, epidemic, explosion, terrorism national emergency, pandemic or industrial dispute (other than such a dispute affecting the workforce of the party seeking to rely on this clause 19.1).
- 19.2 Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. In the event that the Council requires the Goods and/or Services urgently and if, in the reasonable opinion of the Council, the event in question affecting the Supplier would cause unacceptable delay, the Council may terminate the Contract immediately. In any event if such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative
- 20.2 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 20.3 A person who is not a party to the Contract shall have no right to enforce any of its provisions. Any rights of any person to enforce the terms of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 20.4 The Contract may not be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.5 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision

shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract

20.6 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. 16.5

21 Notices

21.1 Any notice to be given under the Contract shall be in writing, delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case) or; by email to an address agreed between the Parties

21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address agreed between the Parties as the address for service; 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, if sent by e-mail, one Business Day after transmission.

22 Governing Law and Jurisdiction

22.1 The validity, construction and performance of the Contract, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit